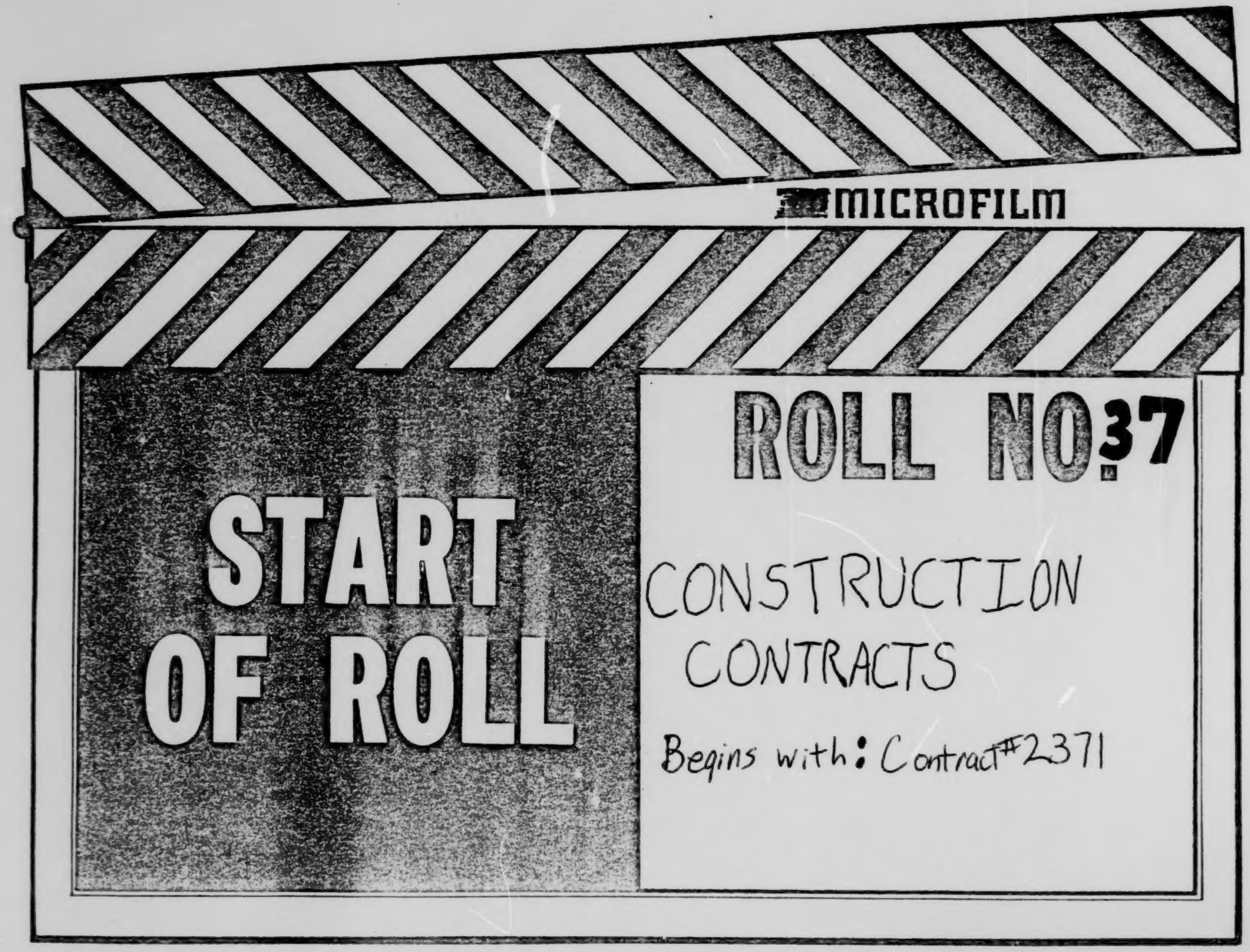

START OF ROLL

ROLL NO. 37

CONSTRUCTION CONTRACTS

Begins with: Contract #2371

CONTRACT# [redacted] 2371

29-4203 Tillamook Rock Production Project
Oregon Coast & Wilson River Hwy.1940
#2371

RECEIVED
JUL 1 5 1942
FOR FILING
29-4203

SALEM
April 9, 1942

Release of payment on contract No. 2371
50

Mr. D. G. DeSart

Be sure to let me know when we get the request for extension of time from F. C. Feldschau and Son and consent thereto by the surety on their bond furnished in connection with contract No. 2371. I will then advise you as to releasing the final payment in connection with this contract. The Commission acted on it at its meeting on April 2.

HBG:AM

Secretary

RECEIVED
JUN 17 1942
FOR FILING

29-4203

June 16, 1942

F. C. Feldschau & Son
402 West 3rd Street
Tillamook, Oregon

Gentlemen:

The State Highway Commission, at its meeting on April 30, 1942, granted you the extension of time requested, from June 1, 1941, to January 10, 1942, without penalty, in connection with contract No. 2371 for the Tillamook Rock Production Project on the Oregon Coast and Wilson River Highways, in Tillamook County.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

AM

cc - F. D. Eason

RECEIVED
APR 22 1942
FOR FILING

29-4203

SALEM
April 21, 1942

Contract No. 2371 - F. C. Feldshau & Son

Mr. M. H. Hawke
Chief Accountant

The Highway Commission at its meeting on April 2, accepted contract No. 2371, with F. C. Feldshau and Son, for work on the Tillamook Rock Production Project, in Tillamook County, and authorized release of final payment as soon as the request for an extension of time and the surety's consent thereto are received in the office of the Secretary.

I now have this request and consent and ask that you mail final warrant to F. C. Feldshau and Son.

Secretary

DD/mm

NOTED
D. G. DeSart

FORM E-30 30M 9-41

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

SALEM
April 9, 1942

Subject: Release of payment on contract No. 2371

To:

Mr. D. G. DeSart

Be sure to let me know when we get the request for extension of time from F. C. Feldschau and Son and consent thereto by the surety on their bond furnished in connection with contract No. 2371. I will then advise you as to releasing the final payment in connection with this contract. The Commission acted on it at its meeting on April 2. ✓

Secretary

HBG:AM

March 30, 1942

Contract No. 2371 - F. C. Feldsham
and Son

MEMORANDUM TO MR. GLAISYER

Contract No. 2371, with F. C. Feldshau and Son, for work on the Tillamook Rock Production Project on the Oregon Coast and Wilson River Highways, in Tillamook County, was completed April 4, 1941, and accepted by the Commission December 18, 1941.

Subsequent to the completion of this contract, the resident engineer ordered the contractor to produce some additional material, the payment for which would be made as a commercial purchase. It was later decided that since there was additional money set up in the original contract, that this material would be paid for under the contract and the quantities were accordingly included in the final estimate, which the resident engineer submitted early in 1942.

Since the work was accepted as of April 4, 1941, it will now be necessary to secure a request for an extension of time, together with the surety's consent, for the period from May 31, 1941, which was the specified date of completion for the contract, to the actual date of completion, the exact date of which we do not have. I believe it will also be necessary to accept this contract again as of its correct date of completion.

The final estimate, in the amount of $697.69, is now ready for payment except for the fact that our policy does not allow for the release of final payment until the project is accepted by the Commission. The Construction Department will attempt to obtain a request for extension of time just as soon as the resident engineer submits the date of completion.

release final when request for extension and consent of surety is obtained. Meeting 4-2-42

DD/mm

D. G. DeSart

NOTED
D. . DeSart

RECEIVED
APR 9 1942
FOR FILING

29- 4203

Salem
April 8, 1942

Cape Blanco Road
and
payment to Feldschau & Son

Mr. H. G. Smith

Mr. S. H. Probert

At the meeting of the Highway Commission on April 1 the Commission approved construction of the Cape Blanco Road.

Payment of the final estimate to F. C. Feldschau and Son on the Tillamook Rock Production Project was approved, said payment to be made as soon as a request for extension of time and cosent of surety have been received.

Signed
R. H. Baldock

JM:MC

FORM E-30 SOM 9-41

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

AGENDA
APR 2 1942

5-0

March 30, 1942

Subject: Contract No. 2371 - F. C. Feldshau and Son

To:

MEMORANDUM TO MR. GLAISYER

Contract No. 2371, with F. C. Feldshau and Son, for work on the Tillamook Rock Production Project on the Oregon Coast and Wilson River Highways, in Tillamook County, was completed April 4, 1941, and accepted by the Commission December 18, 1941.

Subsequent to the completion of this contract, the resident engineer ordered the contractor to produce some additional material, the payment for which would be made as a commercial purchase. It was later decided that since there was additional money set up in the original contract, that this material would be paid for under the contract and the quantities were accordingly included in the final estimate, which the resident engineer submitted early in 1942.

Since the work was accepted as of April 4, 1941, it will now be necessary to secure a request for an extension of time, together with the surety's consent, for the period from May 31, 1941, which was the specified date of completion for the contract, to the actual date of completion, the exact date of which we do not have. I believe it will also be necessary to accept this contract again as of its correct date of completion.

The final estimate, in the amount of $697.69, is now ready for payment except for the fact that our policy does not allow for the release of final payment until the project is accepted by the Commission. The Construction Department will attempt to obtain a request for extension of time just as soon as the resident engineer submits the date of completion.

D. G. DeSart
D. G. DeSart

DD/mm

P.S. J. H. Scott says completion date should be January 10, 1942
D.D.D.

no claims on record

M

RECEIVED
MAR 31 1942
FOR FILING

29-42 [illegible]

March 30, 1942

Mr. W. B. Gilham, Manager,
Oregon Branch Office
National Surety Corporation
Suite 623 Corbett Building
Portland, Oregon

Dear Sir:

Reply is made to your inquiry of March 26 regarding the F. C. Feldschau and Son contract, No. 2371, for the Tillamook Rock Production Project on the Oregon Coast and Wilson River Highways, in Tillamook County. You inquire as to why so much time elapsed between the completion date and acceptance of this contract.

Investigation reveals that the original contract was completed on April 4, 1941, which was within the time limit specified in the contract, and that the Highway Commission formally accepted the project on December 18, 1941. However, subsequent thereto and before final payment was made, additional materials were ordered from the contractor.

It was originally intended to pay for this material on a commercial voucher but the final decision was to include it under the current contract. The delivery of the additional materials has just recently been completed. It will be necessary, therefore, for the Commission to extend the completion date of the contract and to modify its previous acceptance. This will be done at the earliest possible time.

Very truly yours,

HBG:AM

Secretary

NATIONAL SURETY CORPORATION
NEW YORK
VINCENT CULLEN
PRESIDENT

OREGON BRANCH OFFICE
W. B. GILHAM, MANAGER
SUITE 623 CORBETT BLDG.
PORTLAND, OREGON
PHONE AT. 2191

March 26th, 1942.

Attn. Mr. H. B. Glaisyer, Secretary

Oregon State Highway Commission,
Salem, Oregon.

RE: Contract Bond #385548
F. C. FELDSCHAU & SON

Gentlemen:

I wish to acknowledge receipt of your letter of March 16th, advising that state highway contract No. 2371 for the Tillamook Rock Production Project on the Oregon Coast and Wilson River Highways, in Tillamook County, has been completed by the contractor, F. C. Feldschau & Son, and that final settlement will be made on or after March 26, 1942.

I note from your letter that the contract was completed in April, 1941, but was not accepted until December, 1941. It will be very much appreciated if you will please advise why so much time elapsed between the completion and acceptance dates.

Yours very truly,

W. B. Gilham

MANAGER

WBG:VH

REFERRED TO
De Sart
BY SECRETARY

get me the facts
H.B.G.

ANSWERED
H. B. GLAISYER

RECEIVED
APR 10 1942
FOR FILING

File 29-4233

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

March 28th 1942
Nehalem,Oregon.

Subject: Semi Final Final on Contract # 2371

To: Mr F.D.Mason, Division Engineer
Oregon State Highway Commission,
Salem,Oregon.

RECEIVED
MAR 30 1942
OFFICE OF
DIVISION ENGINEER
DIVISION NO. 2

Dear Sir:

Relative to your telephone call of this morning in which you state that on the semi final estimate the date of completion is shown as April 4th,1941 and that there are three estimates amounting to about $1400.00 since that time.

It is true that most of the work of rock production was completed about that time and the quantities figured up.When this was done it was found that the money allotted had not been used up and after discussing the matter with you and Mr Feldschau,it was decided that as the price was favorable and we had need of more rock of certain sizes,to hold up the final until Mr Feldschau completed amount of rock which would use up the total authorization.Our copy of the semi final shows that the autherization was$14498.00 and the work performed amounted to $ 14373.02.

I find a scratch copy of estimate # 6 ,marked semi final and work completed April 18th,1941 but our copy would indicate that this was the time that the work completed was figured up and the estimate was sent in as a monthly estimate and not as a semi final.The dates etc may not have been corrected on the copies sent in.However it was the intention to hold the contract open until Mr Feldschau put more rock in the piles.He put in some last fall and again this spring and the date of the semi-final should be January 10th,1942.There is no purchase order rock included.

Yours truly,

J.W.Scott

J.W.Scott

Resident Engineer

c.c. S. H. Baker
Del Dept ✓

RECEIVED
MAR 18 1942
FOR FILING

41-4[illegible]

March 16, 1942

National Surety Corporation
W. R. Gilham, Agent
Corbett Building
Portland, Oregon

Gentlemen:

You are hereby notified that state highway contract No. 2371 for the Tillamook Rock Production Project on the Oregon Coast and Wilson River Highways, in Tillamook County, has been completed by the contractor, F. G. Feldschau & Son, and that final settlement will be made on or after March 26, 1942.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is served upon you since you appear as surety on the bond furnished by the above-mentioned contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractor in connection with this contract will be $13,216.75, including final payment, and that no force account work was performed therein. This contract was completed on April 4, 1941, and was accepted by the State Highway Commission on December 18, 1941.

Very truly yours,
STATE HIGHWAY COMMISSION

By

AR

Secretary

Noted on card
A.M.

NOTED
D. DeSart

RECEIVED
FEB 25 1942
FOR FILING

29-4203

February 25, 1942

National Surety Corporation
W. R. Gilham, Agent
Corbett Building
Portland, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to F. C. Feldschau on Contract No. 2371, covering the Tillamook Rock Production Project on the Oregon Coast and Wilson River Highways, in Tillamook County. This payment, in the amount of $851.90, will be made on or after March 7, 1941. The retained percentage is $750.00.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Kindly acknowledge receipt of this letter.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

DD:AM

NOTED
D. DeSart

Form E-1—5M—10-40

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending April 19th, 19 41

Section Tillamook Rock Production

Kind of work crushed gravel in stockpile

Highway Oregon Coast and Wilson River

Section prefix 29-4203

Contractor F.C.Feldschau & Son

Contract number 2371

Date of contract October 11th, 19 40

Date of completion May 31st, 19 41

Date work started November 19th, 19 40

Estimated date of completion April 18th, 19 41

Amount of contract $ 11880.00

Per cent of time elapsed 81.8 %

Estimated cost of completed project, exclusive of engineering $ 12800.00

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date, $ 723.96, 6.09 %

Date project was completed April 18th, 19 41

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

All of rock was delivered in stock pile and work completed on April 18th. The purchase order at Beaver still has about 400 yards to go in yet. All of piles measured except at Tillamook and Beaver.

NOTED
RAY WEBBER

NOTED
H W LEE

RECEIVED
APR 21 1941
OFFICE OF
DIVISION ENGINEER
DIVISION NO. 2

RECEIVED
APR
OFFICE OF
CONSTRUCTION ENGINEER

Signed J.H.Scott

Address Nehalem, Oregon.

NOTED
VAN SCOY

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....,

Compressors ...., Bulldozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
NOV 2 1940
FOR FILING

29-4203

October 31, 1940

F. C. Feldschau & Son
402 West 3rd Street
Tillamook, Oregon

Gentlemen:

We are sending you today by express a fully executed copy of Contract No. 2371 which was awarded to you by the State Highway Commission on October 10, 1940, covering the furnishing of crushed materials in stock piles on the Tillamook Rock Production Project,- Oregon Coast and Wilson River Highways, in Tillamook County.

This copy is for your records and files. We are also sending an executed copy to the surety on your bond.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

MEL

NOTED
D G De

RECEIVED
NOV 2 1940
FOR FILING

29-4203

October 31, 1940

NATIONAL SURETY CORPORATION
W. R. Gilham, Resident Agent
Corbett Building
Portland, Oregon

Gentlemen:

We are sending you today by express a fully executed copy of Contract No. 2371 which was awarded to F. C. Feldschau & Son by the State Highway Commission on October 10, 1940, covering the furnishing of crushed materials in stock piles on the Oregon Coast and Wilson River Highway, in Tillamook County, known as the Tillamook Rock Production Project.

This copy is being sent you for your records and files, since you appear as surety for the contracting firm on this job.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

MEL

DeSart

NOTED
D. G. DeSart

RECEIVED
OCT 19 1940
FOR FILING

[illegible]

RECEIVED
OCT 19 1940
OFFICE
STATE HIGHWAY COMMISSION

NATIONAL SURETY CORPORATION
NEW YORK
VINCENT CULLEN
PRESIDENT

OREGON BRANCH OFFICE
W. B. GILHAM, MANAGER
JOHN C. HOWARD, SPECIAL AGENT
PHONE AT. 2191

SUITE 623 CORBETT BLDG.
PORTLAND, OREGON

October 18th, 1940.

Oregon State Highway Commission,
Salem, Oregon.

RE: Contract Bond #385548
F. C. FELDSCHAU & SON
Tillamook, Oregon
Contract No. 2371.

Gentlemen:

We are sending today by express, contract and bond of the above, in amount of $11,880, executed in quadruplicate, in connection with the furnishing of 8,800 Cu. Yds. of crushed materials in stockpiles for use by the State in connection with maintenance operations on the Oregon Coast and Wilson River Highways, in Tillamook County, Oregon.

Yours very truly,

W. B. Gilham,

WBG:VH MANAGER

Received
10-19-40
D.G.D.

RECEIVED
OCT 16 1940
FOR FILING

29-4203

October 15, 1940

F. C. Feldschau & Son
402 W. 3rd Street
Tillamook, Oregon

Gentlemen:

We are sending you today by express four copies of Contract No. 2372 which was awarded to you on October 10, 1940, by the State Highway Commission, covering the furnishing of crushed materials in stock piles on the Oregon Coast and Wilson River Highways, in Tillamook County.

Kindly execute all four copies of this contract as to agreement and bond and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 6 (page 15) of the printed General Provisions, relating to the Workmen's Compensation Act. You are expected to accept the terms of this Act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the paragraph on the same page, relating to payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

MEL

NOTED
D. G. DeSart

RECEIVED
OCT 15 1940
FOR FILING

29-4203

October 14, 1940

Mr. F. C. Feldschen
Tillamook, Oregon

Dear Sir:

The State Highway Commission on October 10, 1940, awarded you the contract for furnishing approximately 8,800 cu. yds. crushed rock or crushed gravel in stock piles on the Tillamook Rock Production Project, Oregon Coast and Wilson River Highways, in Tillamook County. This award was based on your low bid of $11,880 submitted on that date.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AM

c – S. H. Probert
G. S. Paxson

CONTRACT# [redacted] 2372

5-B-1 Follett Ranch-Cold Canyon Section
Wallowa Lake Highway
#[illegible] 1940

RECEIVED
SEP 15 1942
FOR FILING

5-B-1

September 14, 1942

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

In accord with the request contained in your letter of September 4, 1942, we are enclosing herewith four copies each of excerpts from the minutes of the meetings on September 5, 1941, and November 6, 1941, of the State Highway Commission, covering time extensions for work under Contracts Nos. 2392 and 2372 on the Follett Ranch-Cold Canyon Section, Federal Aid Project No. 5-B (1).

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dist. by J. W. Nash/RR

Encl.

EXCERPT FROM MINUTES OF MEETING ON NOVEMBER 6, 1941

OF THE OREGON STATE HIGHWAY COMMISSION

Colonial Construction Company, contract No. 2372, for grading, surfacing and oiling the Fellett Ranch-Cold Canyon Section of the Wallowa Lake Highway, in Union County, requested an extension of time from August 31 to October 10, 1941, within which to complete this job. They attributed their failure to complete the project within the specified time limit to adverse weather conditions, which prevented oiling operations. The Engineer advised that all mineral aggregate for this job had been manufactured, and the oiling crew was on the job early enough to have completed the work within the specified time limit, but they were not allowed to proceed with the oiling work because of unfavorable weather conditions. He recommended, in view of the circumstances, that the extension requested be granted without penalty. A letter was presented from the Public Roads Administration concurring therein. The Commission approved the recommendation.

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

September 4, 1942

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Will you please furnish four copies each of the customary excerpts from the Commission's minutes regarding extensions of time granted the Colonial Construction Company in connection with contracts Nos. 2372 and 2392 to accompany the final voucher for Oregon FAP 5-B (1), the Follett Ranch-Cold Canyon section of the Wallowa Lake Highway.

Very truly yours,

W H Lynch
W. H. LYNCH
District Engineer

RECEIVED
SEP - 5 1942
STATE

RECEIVED
FEB 9 1942
FOR FILING

5-B-1

February 6, 1942

Colonial Construction Company
West 326 First Avenue
Spokane, Washington

Gentlemen:

The State Highway Commission, at its meeting on November 6, 1941, granted you the extension of time requested, from August 31 to October 10, 1941, without penalty, in connection with state highway contract No. 2372, for grading, surfacing and oiling the Follett Ranch-Cold Canyon Section of the Wallowa Lake Highway, in Union County.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

AH
cc - Mr. Paul Van Scoy

RECEIVED
DEC 16 1941
FOR FILING

5-B-1

R

December 16, 1941

United Pacific Insurance Company
Jo Stroya, Agent
Board of Trade Building
Portland, Oregon

Gentlemen:

You are hereby notified that state highway contract No. 2372 for work on the Follett Ranch-Cold Canyon Section of the Wallowa Lake Highway, in Union County, has been completed by the contractor, Colonial Construction Company, and that final settlement will be made on or after December 26, 1941.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is served upon you since you appear as surety on the bond furnished by the above-mentioned contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractor in connection with this contract will be $106,509.99 including final payment, of which $3,606.43 is for force account work. This contract was completed on October 4, 1941, and was accepted by the State Highway Commission on November 6, 1941.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

DD:AM

NOTED
D S DeSart

R R

5-B-1

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
District No. 1

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

Stencil No. 8.

IN YOUR REPLY PLEASE
REFER TO FILE No.

RECEIVED
1941
FOR FILING

POST OFFICE BUILDING
PORTLAND, OREGON

December 8, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Final inspection of Oregon FAP 5-B (1), Follett Ranch-Cold Canyon Section of the Wallowa Lake Highway, was made by a representative of this office on November 25, 1941.

Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Sr. Highway Engineer

1941

Jno

R

RECEIVED
NOV 14 1941
FOR FILING

5-B-1

November 13, 1941

United Pacific Insurance Company
Jo Stroyan, Agent
Board of Trade Building
Portland, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to the Colonial Construction Company, on contract No. 2372 covering grading, surfacing and oiling on the Follett Ranch-Cold Canyon Section of the Wallowa Lake Highway, in Union County. This payment, in the amount of $7,996.66, will be made on or after November 24, 1941. The retained percentage is $3,188.59.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Kindly acknowledge receipt of this letter.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

[redacted]

NOTED
D. C. DeSart

R

✓

Form E-1—8M—6-41

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

No. 41 final

5-B-1

For Week Ending October 11, 19 41

Section	Follett Ranch-Cold Canyon	*Kind of work*	Grading, surfacing and oiling
Highway	Wallowa Lake	*Section prefix*	31-1109
Contractor	Colonial Construction Co.	*Contract number*	3272 2372
Date of contract	October 9, 19 40	*Date of completion*	August 31, 19 41
Date work started	October 17, 19 40	*Estimated date of completion*	, 19
Amount of contract	$99,351.00	*Per cent of time elapsed*	100 %

Estimated cost of completed project, exclusive of engineering $99,351.00

Per cent of contract completed, based on total contract price %

Engineering cost to date, $ 5665, 5.7 %

Date project was completed October 4, 19 41

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Work on this project was completed on October 4. The final estimate is made up but cannot be sent in until oil invoices and force account bills are received from the contractor.

NOTED
RAY WEBBER

OCT 14 1941

OTED
OOTH

Signed

Address

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	1.67	1.67		1.67	
Miles partially completed					
Miles completed	1.67	1.67		1.67	
Total estimated quantities	175,000	10,000			
Estimated quantities moved or placed to date	184,056.4	10,000			
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day	none	none			
Hours per shift					
Average force on project for week	none	none			

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	rain		
Monday	rain		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	clear		
Saturday	clear		

STATE PRINTING DEPT.

5-B-1

~~Stencil No. 124~~

RECEIVED
1941
FOR

a

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

MAR 29 1941
STATE HIGHWAY

March 28, 1941

Oregon FAP No. 5-B(1)
Follett Ranch-
Cold Canyon Sec.of
the Wallowa Lake Hwy.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the _______________ project agreement and certificate for the above-numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Sr. Highway Engineer

Encl.

Jwm

Wayfr-9567

Form P. R. 2

State Oregon

Federal Aid Project No. S-B(1)

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 4th day of March, 1944

by and between the Oregon State Highway Commission, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Federal Works Administrator, hereinafter called the Administrator, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 31st day of August, 1940, a revised project statement, which was approved on the 30 day of September, 1940, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated for the administration of the Federal Highway Act, has furnished surveys, plans, specifications, and estimates for Section B(1) of said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 25 day of September 1940; and

Whereas the Administrator has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of eighty-four thousand, four hundred and 00/100 dollars ($84,400.00) as the share of the United States payable under said act on account of Section B(1) of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Administrator do hereby mutually agree as follows:

16—11370

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(a) By the State Chap. 175, laws 1917; Chap. 21, laws 1920; Chap. 329, laws 1929 (Include date and citation of act of legislature by which authorized)

(b) From other sources (State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 1783+00 and survey station 1872+00 all in Section 6, T. 1 N., R. 41 E., W.M.

, length 1.700 miles, in Union County, being Section B(1) of Oregon Federal Aid project No. 5, consisting of 1.667 miles of roadway and one bridge~~s, each~~ of more than 20 feet clear span, 0.033 of a mile in length.

16—11379 GPO

CHARACTER AND METHOD OF CONSTRUCTION

Article III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Administrator or his agents, and in accordance with the laws of said State, the rules and regulations of the Administrator, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Administrator or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Administrator, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section B(1) of said project shall not in any event exceed the sum of eighty-four thousand, four hundred and 00/100 dollars ($84,400.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of one hundred thirty-eight thousand, three hundred fifty-three and 00/100 dollars ($138,353.00), the approved total estimated cost of Section B(1) of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Administrator shall from time to time draw warrants on the Secretary of the Treasury for the payment to

The State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Administrator after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

The Administrator reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 529, laws 1939
(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

F

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Administrator on the ________ day of

MAR 17 1941, 19__

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell
Chairman, State Highway Commission
(Title of officer)

By Herman Oliver
Member, State Highway Commission
(Title of officer)

By ____________________
Member, State Highway Commission
(Title of officer)

By ____________________
____
(Title of officer)

By ____________________
____
(Title of officer)

FEDERAL WORKS ADMINISTRATOR,

By H.J. O'Leary
Acting Commissioner of Public Roads.

Form PR. 8—Revised

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of **Oregon**

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of **Oregon** for the construction of a highway designated in the records of this Agency as **Federal Aid** Project No. **[illegible](1)** State of **Oregon**

Second. That in accordance with said provisions I have approved the sum of $ **[illegible]** as the total estimated cost of said project, and the sum of $ **[illegible],400.00** as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this ______ day of ______ one thousand nine hundred and MAR 17 1941

Federal Works Administrator,

By ______
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—10130

MAR 25 1941

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

(Stencil #28)

IN YOUR REPLY PLEASE REFER TO FILE No. Oregon FAP 5-B (1)
Follett Ranch-Cold Canyon Sec.
Wallowa Lake Highway

February 14, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature and return to this office.

Enclosed is an approved copy of the detail estimate, upon which the agreement was based, together with approved copy of specifications.

Very truly yours,

W. H. LYNCH
District Engineer

By L. Caufield
L. J. Caufield
Sr. Highway Engineer

RECEIVED
JAN 31 1941
FOR FILING

FA-5-13-1

January 27, 1941

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

We are enclosing herewith seven copies of estimate as basis for project agreement for the Follett Ranch-Cold Canyon Section, Project No. FA 5-B (1).

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dist. by J. W. Nash/GS

Encl.

Oregon State Highway Department

Federal Aid Project
No. 5-B (1)

FOLLETT RANCH-GOLD CANYON SECTION OF THE WALLOWA LAKE HIGHWAY IN UNION COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, January 21, 1941

Roadway (Contract No. 2372):

All Required		Clearing and Grubbing		$ 2,500.00
600	cu. yds.	Trench Excavation, Unclassified	$1.50	900.00
175,000	cu. yds.	General Excavation, "	0.44	77,000.00
42,000	yd. mi.	Truck Haul	0.10	4,200.00
1.67	miles	Finishing Roadbed and Slopes	300.00	501.00
110	lin. ft.	18" Corr. Metal Pipe	3.00	330.00
90	lin. ft.	18" Concrete Pipe	3.50	315.00
330	lin. ft.	Salvaging Culvert Pipe	1.20	396.00
240	sq. yds.	Hand Placed Rock Slopes	1.50	360.00
5,700	tons	4" - 2" Rock in Base	0.80	4,560.00
5,000	tons	3/4" - 0" Rock in Base and Shoulders	0.80	4,000.00
200	M-gals.	Sprinkling	2.50	500.00
1.67	miles	Preparation of Base	100.00	167.00
1,340	tons	Furnishing and Placing Aggregates	0.80	1,072.00
80	tons	Furnishing and Placing 150-200 Asphalt	25.00	2,000.00
22	tons	Furnishing and Placing RC-3 or Emul. Asphalt	25.00	550.00
				$99,351.00

Retaining Walls (Contract No. 2392):

350	cu. yds.	Structural Excavation	$2.50	$ 875.00
10	cu. yds.	Structural Excavation Below Plane	3.00	30.00
70	lin. ft.	Mortar Rubble Masonry Guard Rail	5.00	350.00
540	cu. yds.	Mortar Rubble Masonry	12.00	6,480.00
				$ 7,735.00

Subtotal	$107,086.00
10% Engr. & Cont.	10,708.60
Total	$117,794.60

Bridge (Sta. 1951+30 to Sta. 1953+05) (Contract No. 2252):

All Required		Shoring, Cribbing, etc.		$ 250.00
200	cu. yds.	Structural Excavation	$2.50	500.00
10	cu. yds.	Structural Excavation Below Plans	3.00	30.00
400	cu. yds.	Class "A" Concrete	25.00	10,000.00
98,000	lbs.	Metal Reinforcement	0.06	5,880.00
500	lbs.	Copper and Bronze	0.50	250.00
356	lin. ft.	Mortar Rubble Masonry Guard Rail	5.00	1,780.00
		Subtotal		$18,690.00
		10% Engr. & Cont.		1,869.00
		Total		$20,559.00

Length of Roadway	1.667 miles
Length of Bridge	.033 mile
Total Length	1.700 miles
Cost per Mile, Roadway	$70,662.62

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	Federal Aid Funds	State Funds
Roadway	$117,794.60	$71,858.00	$45,936.60
Structure	20,559.00	12,542.00	8,017.00
	$138,353.60	$84,400.00	$53,953.60

State Funds for Construction: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939

State Funds for Maintenance: Chap. 529, Laws 1939

December 21, 1940

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

In accord with your request, we are sending, under separate cover five blueprint copies each of plan sheets numbers 4 and 5 for the Follett Ranch-Cold Canyon Section, Project No. FA 5-B (1), which sheets show the revision in the grade and alignment between Stations 1835 and 1855.

The revised plan eliminates the rubble masonry wall at Stations 1847+75 to 1848+85 and reduces the rubble masonry walls adjacent to the bridge (Sta. 1851+30 to 1853+05). The amount of general excavation, however, is increased. The quantities for rubble masonry and structural excavation are reduced approximately 270 cu. yds. and 220 cu. yds., respectively, and general excavation is increased approximately 8,000 cu. yds.

The costs for these items practically offset each other and no increase in the total cost of the project will result. The alignment is improved and the lower grade line will make it possible to handle traffic much more conveniently during construction. Accordingly, it is our opinion the change will be of considerable benefit.

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

Structural Savings by lowering grade

Masonry 180 cy @12.- 2160.-
Excavation 220 cy @2.50 550.-
$2710.-

Sent to Bureau, revised plan sheets and write letter stating effect on quantities.

RM - 225
Exc - 185

See wide
$550
WEC

AY COMMISSION
ESPONDENCE
gon
40

Follett Ranch-Cold Canyon
Wallowa Lake Highway

rt called this office with
ent and grade between Stations
d Canyon Section. I have re-
er to eliminate rubble masonry
grade to the approximate grade
points.

e would be much of a saving by
r computations, there would be
asonry to raise the wall and
actory. This amount, however,
a base width of 0.5 the height.
, as the plan for the construc-
ntract let in 1921 shows the
be necessary to dig out around
thickness and if it is only 0.4,
be very materially increased.
th ridge site, the rubble masonry
nd l, including the wall under the
83 yds. These two savings aggregating
269 cu.yds. total $3,228. The lowering of the grade increases excavation 8000 cu.yds, which costs $3520. However, the amount of saving of the rubble masonry is the very minimum and I believe a further saving could be effected by shortening the wall between Stations 1850+50 and 1851 if the grade is lowered and the probable necessity of increasing the base width of the present wall to 0.5 the height would further increase the amount.

180

As I have advised you in my former letter, there is a benefit of lowering the grade in that traffic can be handled much more conveniently, the alignment is better as we have reduced a 6° curve to a 3° and the grade line is comparable. We did not like the higher grade line at

12
180
2160

FORM [illegible] REVISED [illegible]

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
December 9, 1940

Subject: Follett Ranch-Cold Canyon
Wallowa Lake Highway

To: Mr. H. G. Smith
Construction Engineer
State Highway Commission
Salem, Oregon

Dear Sir:

During my absence last week, Mr. Probert called this office with reference to proposed change of alignment and grade between Stations 1835 and 1855 on the Follett Ranch-Cold Canyon Section. I have requested approval forthis change in order to eliminate rubble masonry wall at Station 1848 and to lower the grade to the approximate grade of the existing highway between these points.

Mr. Probert did not seem to think there would be much of a saving by eliminating the wall. According to our computations, there would be required a minimum of 186 cu.yds of masonry to raise the wall and lengthen it sufficiently to be satisfactory. This amount, however, is based on the existing wall having a base width of 0.5 the height. This we do not believe to be the case, as the plan for the construction of the wall included with the contract let in 1921 shows the base to be 0.4 the height. It would be necessary to dig out around the end of the wall to determine the thickness and if it is only 0.4, the 186 cu.yds. mentioned above would be very materially increased. By the lowering of the grade at the bridge site, the rubble masonry wall between Stations 1850+50 and 1851, including the wall under the bridge end, would be decreased 83 cu.yds. These two savings aggregating 269 cu.yds. total $3,228. The lowering of the grade increases excavation 8000 cu.yds, which costs $3520. However, the amount of saving of the rubble masonry is the very minimum and I believe a further saving could be effected by shortening the wall between Stations 1850+50 and 1851 if the grade is lowered and the probable necessity of increasing the base width of the present wall to 0.5 the height would further increase the amount.

wall Sta 1848 - 75.07
32
30
139
side wall at Sta
[illegible] end of bridge
too wide to .5h = 40
WEC $550

As I have advised you in my former letter, there is a benefit of lowering the grade in that traffic can be handled much more conveniently, the alignment is better as we have reduced a 6° curve to a 3° and the grade line is comparable. We did not like the higher grade line at

180

12/180
410
12/960

[illegible]

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
December 9, 1940

Subject: Follett Ranch-Cold Canyon

To: Mr. H. G. Smith, Construction Engineer

the time the location was made, but at thattime it seemed that there would be a saving of at least $3000 and this seemed sufficient to hold to the higher grade. Now that the costs are approximately comparable, I think there is no question of the benefits and I urgently recommend approval of the revision. There will be some further slight saving in the bridge structure by reason of the decreased height, which will shorten somewhat the column lengths.

Very truly yours

W. C. WILLIAMS
Division Engineer

WCW:MA

cc

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Charge to the account of ______________________ $ ______

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM		ORDINARY	
DAY LETTER		URGENT RATE	
SERIAL		DEFERRED	
NIGHT LETTER		NIGHT LETTER	
SPECIAL SERVICE		SHIP RADIOGRAM	

Patrons should check class of service desired, otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

1217-B

R. B. WHITE
PRESIDENT

NEWCOMB CARLTON
CHAIRMAN OF THE BOARD

J. C. WILLEVER
FIRST VICE-PRESIDENT

CHECK

ACCOUNTING INFORMATION

TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

SALEM OREGON DECEMBER 2 1940

RECEIVED
DEC 3 1940
FOR FILING

COLONIAL CONSTRUCTION CO.

SPOKANE WASHINGTON

RETEL WARRANTS WILL BE MAILED YOU SOMETIME THIS WEEK

H B GLAISYER SECRETARY
STATE HIGHWAY COMMISSION

(COLLECT)

file

=WIRE WHEN MAIL CHECK NOVEMBER 10TH ESTIMATES CONTRACTS 2357 AND 2372=

COLONIAL CONSTRUCTION CO.

Retel warrants will ~~[illegible]~~ be mailed you sometime this week.

.10 2357 2372

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

WESTERN UNION

1201

(11)

SYMBOLS

DL=Day Letter

NT=Overnight Telegram

LC=Deferred Cable

NLT=Cable Night Letter

Ship Radiogram

R. B. WHITE, PRESIDENT — NEWCOMB CARLTON, CHAIRMAN OF THE BOARD — J. C. WILLEVER, FIRST VICE-PRESIDENT

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

[illegible] DEC 2 AM 11 17

PRH51 11=SPOKANE WASH 2 1032A

OREGON STATE HIGHWAY COMMISSION:

=WIRE WHEN MAIL CHECK NOVEMBER 10TH ESTIMATES CONTRACTS 2357 AND 2372=

COLONIAL CONSTRUCTION CO:

Retel warrants will [illegible] be mailed you sometime this week.

10 2357 2372:

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

RECEIVED
NOV 22 1940
FOR FILING

5-K-1

4-272

November 20, 1940

GRIARD POWDER COMPANY
Marshall, Washington

Gentlemen:

This will acknowledge receipt of your letter of November 19 and advise that the contract which Colonial Construction Company has with the State Highway Commission near Minam, Oregon, is known as the Follett Ranch-Cold Canyon Section of the Wallowa Lake Highway, in Union County, and consists of the performance of 1.67 miles grading, surfacing, and oiling.

The performance bond, in the amount of $99,351.00, was furnished by United Pacific Insurance Company, for which Jo Stroyan, Board of Trade Building, Portland, is local agent. Claims against this bond should be filed with the Secretary of State within a period of six months after completion of the job and acceptance of the same by the State Highway Commission, in accordance with the provisions of Chapter 517, Laws of 1939, copy of which is attached for your guidance.

This work will be performed under the direction of Mr. Edward Chidsey, Resident Engineer, located at La Grande, Oregon.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

DGD:MBL

NOTED
D. G. DeSart

PHONE RIV. 7830

PHONE RIV. 7733

ORIARD POWDER CO.

DISTRIBUTORS FOR

THE GIANT POWDER CO.

"Everything for Blasting"

MARSHALL, WASHINGTON

RECEIVED
NOV 20 1940

Nov.19,1940

State of Oregon,
Bureau of Highways,
Salem,Oregon.

Gentleman-

We would like to have the legal description of the road contract awarded to the Colonial Cons.Co. near Minam,Oregon. also what company did the bonding.

What is the legal procedure taken in filing claims for materials furnished on road contracts? Also where would the engineer reside that is incharge of this road contract.

Sincerely thanking you for this information.

Yours truly,
Oriard Powder Co.
by Leon Oriard

To chief counsel [illegible]

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

November 13, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon Federal Aid Project No. 5-B (1), Minam Hill Viaduct on the Wallowa Lake Highway, to Colonial Construction Co., Spokane, Washington, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

By
F. E. Andrews
Sr. Highway Engineer

NOTED
D. G. DeSart

RECEIVED
NOV 8 1940
FOR FILING

5-15-1

November 7, 1940

Colonial Construction Co.,
W. 326 First Avenue
Spokane, Washington

Gentlemen:

We are sending to you, today, by express, one fully executed copy of State Highway Contract No. 2372 which was awarded to you on October 10, 1940, covering the grading, surfacing, and oiling of the Follett Ranch-Cold Canyon Sectionof the Wallowa Lake Highway, in Union County. This copy of the contract is for your records and files.

Yours very truly,

Secretary

HBG:MC

NOTED
D. G. DeSart

RECEIVED

FA 5-B-1

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

RECEIVED
31 1940

October 29, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Supplemental P.S.& E. documents for Oregon Federal Aid Project No. 5-B (1), the Follett Ranch-Cold Canyon Section of the Wallowa Highway, have today been recommended for approval, subject to final review and approval by the Commissioner of Public Roads. This is your authority to advertise for bids.

Prompt submission of the bid tabulation and agreement estimate will be appreciated.

Very truly yours,

W H Lynch
W. H. LYNCH
District Engineer

October 26, 1940

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed seven copies of revised estimate for the Follett Ranch-Cold Canyon Section, Project No. FA 5-B (1).

Five bid proposals and five blueprint copies of the plan quantity summary sheet are being sent under separate cover.

These papers have been revised to conform with changes made in the proposed rubble masonry retaining wall as requested by your department.

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/MB

Encl.

Oregon State Highway Department

Federal Aid Project
No. 5-B (1)

FOLLETT RANCH-GOLD CANYON SECTION OF THE WALLOWA LAKE HIGHWAY IN UNION COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement).

Salem, Oregon, October 16, 1940.

Roadway (Contract No. 2372)

All Required	Clearing and Grubbing		$ 2,500.00
600 cu. yds.	Trench Excavation, Unclassified	$1.50	900.00
175,000 cu. yds.	General Excavation, Unclassified	0.44	77,000.00
42,000 yd. mi.	Truck Haul	0.10	4,200.00
1.67 miles	Finishing Roadbed and Slopes	300.00	501.00
110 lin. ft.	18" Corrugated Metal Pipe	3.00	330.00
90 lin. ft.	18" Concrete Pipe	3.50	315.00
330 lin. ft.	Salvaging Culvert Pipe	1.20	396.00
240 sq. yds.	Hand-placed Rock Slopes	1.50	360.00
5,700 tons	4" - 2" Rock in Base	0.80	4,560.00
5,000 tons	3/4" - 0" Rock in Base & Shoulders	0.80	4,000.00
200 M-gals.	Sprinkling	2.50	500.00
1.67 miles	Preparation of Base	100.00	167.00
1,340 tons	Furnishing and Placing Aggregates	0.80	1,072.00
80 tons	Furnishing and Placing 151-200 Asphalt	25.00	2,000.00
22 tons	Furnishing and Placing RC-3 or Emulsified Asphalt	25.00	550.00
			$99,351.00

Retaining Walls (Estimated Prices)

350 cu. yds.	Structural Excavation	3.00	$ 1,050.00
10 cu. yds.	Structural Excavation Below Plans	5.00	50.00
70 lin. ft.	Mortar Rubble Masonry Guard Rail	5.00	350.00
540 cu. yds.	Mortar Rubble Masonry	15.00	8,100.00
			$ 9,550.00

Subtotal...............	$108,901.00
10% Engr. & Cont.......	10,890.10
	$119,791.10

Bridge (Sta. 1853+30 to Sta. 1855+06)

All Required	Shoring, Cribbing, etc.		$ 400.00
200 cu. yds.	Structural Excavation	$ 3.00	600.00
10 cu. yds.	Structural Excavation below Plans	5.00	50.00
400 cu. yds.	Class "A" Concrete	25.00	10,000.00
98,000 lbs.	Metal Reinforcement	0.05	4,900.00
500 lbs.	Copper and Bronze	0.50	250.00
356 lin. ft.	Mortar Rubble Masonry Guard Rail	5.00	1,780.00
		Subtotal...........	$ 17,980.00
		10% Engr. & Cont...	1,798.00
		Total...............	$ 19,778.00

Length of Roadway	1.667	Miles
Length of Bridge	.033	Miles
Total Length	1.700	Miles

Cost per mile, Roadway - $69,585.78

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	Federal Aid Funds	State Funds
Roadway	$119,791.10	$73,076.00	$ 46,715.10
Structure	19,778.00	12,064.00	7,714.00
	$139,569.10	$85,140.00	$ 54,429.10

October 22, 1940

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 5900
Portland, Oregon

Dear Sir:

We are enclosing herewith seven copies of estimate and three copies of right of way statement for the Follett Ranch-Cold Canyon Section, Project No. FAS-B (1).

Five bid proposals and five blueprint copies of the plan quantity summary sheet, revised to include the bridge and retaining wall quantities, are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dictated by J. W. Nash/ER

Encl.

Oregon State Highway Department Federal Aid Project No. 5-B (1)

FOLLETT RANCH-COLD CANYON SECTION
OF THE WALLOWA LAKE HIGHWAY IN UNION COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, October 23, 1940

Roadway (Contract No. 2372)

All Required		Clearing and Grubbing		$ 2,500.00
600	cu. yds.	Trench Excavation, Unclassified	$ 1.50	900.00
175,000	cu. yds.	General Excavation, Unclassified	.44	77,000.00
42,000	yd. mi.	Truck Haul	.10	4,200.00
1.67	miles	Finishing Roadbed and Slopes	300.00	501.00
110	lin. ft.	18" Corr. Metal Pipe	3.00	330.00
90	lin. ft.	18" Concrete Pipe	3.50	315.00
330	lin. ft.	Salvaging Culvert Pipe	1.20	396.00
240	sq. yds.	Hand-placed Rock Slopes	1.50	360.00
5,700	tons	4" - 2" Rock in Base	.80	4,560.00
5,000	tons	3/4" - 0" Rock in Base and Shoulders	.80	4,000.00
200	M-gals.	Sprinkling	2.50	500.00
1.67	miles	Preparation of Base	100.00	167.00
1,340	tons	Furnishing and Placing Aggregates	.80	1,072.00
80	tons	Furnishing and Placing 151-200 Asphalt	25.00	2,000.00
22	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	25.00	550.00
				$ 99,351.00

Retaining Walls (Estimated Prices)

200	cu. yds.	Structural Excavation	$ 3.00	$ 600.00
10	cu. yds.	Structural Excavation Below Plans	5.00	50.00
70	lin. ft.	Mortar Rubble Masonry Guard Rail	5.00	350.00
320	cu. yds.	Mortar Rubble Masonry	15.00	4,800.00
				$ 5,800.00

Subtotal	$105,151.00
10% Engr. & Cont.	10,515.10
Total	$115,666.10

Bridge (Sta. 1851+30 to Sta. 1853+05)

All Required		Shoring, Cribbing, etc.		$ 400.00
200	cu. yds.	Structural Excavation	$ 3.00	600.00
10	cu. yds.	Structural Excavation Below Plans	5.00	50.00
400	cu. yds.	Class "A" Concrete	25.00	10,000.00
98,000	lbs.	Metal Reinforcement	.05	4,900.00
500	lbs.	Copper and Bronze	.50	250.00
356	lin. ft.	Mortar Rubble Masonry Guard Rail	5.00	1,780.00
			Subtotal	$ 17,980.00
			10% Engr. & Cont.	1,798.00
			Total	$ 19,778.00

Length of Roadway	1.667 miles
Length of Bridge	.033 mile
Total Length	1.700 miles
Cost per mile, Roadway	$ 69,385.78

SUMMARY OF FUNDS REQUESTED

	Total Cost	Federal Aid Funds	State Funds
Roadway	$ 115,666.10	$ 70,556.00	$ 45,110.10
Structure	19,778.00	12,064.00	7,714.00
	$ 135,444.10	$ 82,620.00	$ 52,824.10

RECEIVED
OCT 17 1940
FOR FILING

5-B-1

October 16, 1940

COLONIAL CONSTRUCTION COMPANY
W. 326 First Avenue
Spokane, Washington

Gentlemen:

We are sending you today by express four copies of Contract No. 2372 which was awarded to you by the State Highway Commission on October 10, 1940, covering the grading, surfacing and oiling of the Follett Ranch-Cold Canyon Section of the Wallowa Lake Highway, in Union County.

Kindly execute all four copies of this contract as to agreement and bond and return them to this office for approval by the State Highway Commission, When this has been done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 6 (page 15) of the printed General Provisions, relating to the Workmen's Compensation Act. You will be expected to accept the terms of this Act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the paragraph on the same page, relating to the payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

MEL

NOTED
D.G.D

RECEIVED
OCT 15 1940
FOR FILING

FR-5-B-1

October 14, 1940

Colonial Construction Co.
West 326 First Avenue
Spokane, Washington

Gentlemen:

The State Highway Commission on October 10, 1940, awarded you the contract for 1.67 miles grading, surfacing and oiling on the Follett Ranch-Gold Canyon Section of the Wallowa Lake Highway, in Union County. This award was based on your low bid of $99,351.00 submitted on that date.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AN

cc - S. H. Probert
G. S. Paxson

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

October 10, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon Federal Aid Project No. 5-B (1), Follett Ranch-Cold Canyon Section of the Wallowa Lake Highway, to Colonial Construction Co., Spokane, Washington, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

By

F. E. Andrews
Sr. Highway Engineer

RECEIVED
OCT 8 1940
FOR FILING

5-B-1

October 7, 1940

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

We are enclosing herewith five copies of special provision page number 5 for the Pollett Ranch-Gold Canyon Section, Project No. PA 5-B (1), which page contains a revised specification in the last paragraph under the subhead "Measurement and Payment.

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

G. H. Probert
Office Engineer

Dictated by J. W. Nash/AR

Encl.

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

October 4, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to the last paragraph in our letter of September 25 advising that the P.S.& E. documents for Oregon Federal Aid Project No. 5-B (1), the Follett Ranch-Cold Canyon Section, was being recommended for approval.

This paragraph referred to the waste excavation, Stations 1838+60 to 1841+80. A further review of the special provisions does not indicate there is to be any payment to the contractor for hauling material to be placed in stockpiles. The last paragraph under "Measurement and Payment" on page 5 of the special provisions states that the pay item "Truck Haul" shall apply only to the hauling of excavated materials placed in roadbed construction. This apparently excludes payment for truck haul on that portion of the excess rock excavation placed or wasted in stockpiles, as well as the portion to be crushed under this contract.

If the stipulations under "Measurement and Payment" on page 5 of the special provisions, as above mentioned, are as intended, then no further action is necessary. If, however, this is not the case, then the specification should be rewritten to clarify the matter of payment for hauling materials placed in stockpiles.

Very truly yours,

W. H. LYNCH
District Engineer

By

F. E. Andrews
Sr. Highway Engineer

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

RECEIVED
27 1940

September 25, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Federal Aid Project No. 5-B (1), Follett Ranch-Cold Canyon Section of the Wallowa Lake Highway, are today being recommended for approval. This is your authority to advertise for bids, subject to final review and approval by the Commissioner of Public Roads.

Our concurrence in award of contract will necessarily be withheld until all right of way has been obtained and also until the revised project statement has been approved.

With reference to the provision that waste excavation, Stations 1838+60 to 1841+80, shall be placed in a stockpile as a source for future production of crushed rock, we are somewhat in doubt whether the haul involved will be eligible for Federal participation. However, as mentioned in our telephone conversation, this haul is being recommended for approval, but if not approved, it will have to be paid for, if done, as a non-participating item.

Very truly yours,

W. H. LYNCH
District Engineer

By F E Andrews
F. E. Andrews
Sr. Highway Engineer

FOLLETT RANCH-COLD CANYON SECTION

PROJECT NO. FA 5-B (1)

All necessary right of way has been acquired for this project.

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

October 23, 1940

September 17, 1940

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed seven copies of estimate and three copies of right of way statement to accompany plans and specifications for the Fallett Ranch-Cold Canyon Section, Project No. FA 5-B (1).

Five bid proposals, four standard contract forms and five sets of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

JWN:GS

J. W. Nash
Asst. Office Engineer

Encl.

Oregon State Highway Department Federal Aid Project No. 5-B (1)

FOLLETT RANCH-COLL CANYON SECTION OF THE

WALLOWA LAKE HIGHWAY IN UNION COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, September 17, 1940

All Required		Clearing and Grubbing		$ 500.00
600	cu. yds.	Trench Excavation, Unclassified	$ 1.00	600.00
175,000	cu. yds.	General Excavation, Unclassified	.50	87,500.00
42,000	yd. mi.	Truck Haul	.12	5,040.00
1.67	miles	Finishing Roadbed and Slopes	400.00	668.00
110	lin. ft.	18" Corr. Metal Pipe	2.00	220.00
90	lin. ft.	18" Concrete Pipe	2.00	180.00
330	lin. ft.	Salvaging Culvert Pipe	1.00	330.00
240	sq. yds.	Hand-placed Rock Slopes	1.50	360.00
5,700	tons	4" - 8" Rock in Base	1.00	5,700.00
5,000	tons	3/4" - 0" Rock in Base and Shoulders	1.00	5,000.00
200	M-gal.	Sprinkling	1.50	300.00
1.67	miles	Preparation of Base	100.00	167.00
1,340	tons	Furnishing and Placing Aggregates	2.05	2,747.00
80	tons	Furnishing and Placing 151-200 Asphalt	24.00	1,920.00
22	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	24.00	528.00
			Subtotal	$111,760.00
			10% Engr. & Cont.	11,176.00
			Total	$129,360.00

Length of Roadway 1.667 miles
Cost per mile $ 77,600.47

Federal Aid Funds- $ 78,000.00
State Funds- 51,360.00

$129,360.00

FOLLETT RANCH-COLD CANYON SECTION

PROJECT NO. FA 5-B (1)

While negotiations for right of way are in progress, some five parcels have not been acquired nor has the right to occupy and use the parcels been secured, but it is now believed that all necessary right of way can be made fully available within twenty days.

R. h. BALDOCK
Chief Engineer

By

J. W. Nash
Asst. Office Engineer

September 17, 1940

CONTRACT# [redacted] 2373

33-4205 Mosier-Seufert Rock Prod. Project
Columbia River Highway 1940

#2373

RECEIVED

33-4205

March 4, 1941

UNITED PACIFIC INSURANCE COMPANY
    Jo Stroyan, Local Agent
Board of Trade Building
Portland, Oregon

Gentlemen:

You are hereby notified that State Highway Contract NO. 2373 for furnishing crushed rock in stock piles on the Mosier-Seufert Section of the Columbia River Highway, in Wasco County, has been completed by the contractor, Rogers Construction Company, and that final settlement will be made by the state with said contractor on or after March 14, 1941.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is served upon you since you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractor in connection with this contract will be $14,112.53, including final payment, of which $365.80 is for force account work. This contract was completed on December 19, 1940, and accepted by the Commission on February 14, 1941.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

DGD:MBL

NOTED
D. G. DeSart

33-4205

R.H.Baldock

February 20th, 1941

COST ANALYSIS-FINAL REPORT
Mosier-Seufert Rock Production
Columbia River Highway

Rogers Construction Co., Contractors
Contract No. 2373

J. E. Peck, Resident Engineer
Prefix 33-4205

Item	Cost	Quantity	Unit Cost	Unit Bid	Gross Revenue
3/4"-½" Cr. Rock in S.P.	$3,958.33	2,565.2 cu. yd.	$1.54	$1.98	$5,079.10
½"-¼" " " " "	6,416.62	4,159.6 " "	1.54	1.40	5,823.44
¼"-10 Mesh " " "	2,507.36	1,624.9 " "	1.54	1.00	1,624.90
10 Mesh-0" " " "	925.71	599.9 " "	1.54	0.70	419.93
Screen Rejections in S.P.	700.75	2,803 " "	0.25	0.25	700.75
" " Haul	146.70	1,833.8 yd. mi.	0.08	0.08	146.70
PA #1, ¼"-10 Mesh Rejects in Stockpile	66.64	95.2 cu. yd.	0.70	0.70	66.64
Haul Adjustment		- 429.9 yd. mi.		0.07	- 30.09
Force Account	365.80				365.80
	$15,089.91				$14,197.17

Total Cost	$15,089.91
Gross Revenue	14,197.17
Net Loss	$892.74

Net Loss Equals 6.3% of Gross Revenue

Mosier-Seufert Rock Production

Detail of Cost

Labor:		
Supervision	$1,367.41	
Labor	4,470.42	
State Industrial Accident Insurance	285.82	
Unemployment Insurance	175.13	
Social Security	58.38	
		$6,357.16
Equipment Rental, Small Tools & Misc. Supplies:		
Equipment Rental	$2,769.15	
Gas, Oil and Grease	2,192.31	
Hired Equipment	1,948.92	
Explosives	960.35	
Small Tools & Misc. Supplies	418.14	
Main Office Expense	300.00	
Bond	106.48	
Freight & Cartage	37.40	
		8,732.75
Total Cost		$15,089.91

Mosier-Seufert Rock Production

REMARKS:

This 9,000 cu. yd. rock production contract was bid and awarded October 10th, 1940. The plant set-up was started October 21st, crushing on November 12th, and the project was completed December 19th.

The crushing plant was set up at the quarry at M.P. 87.7 of the Columbia River Highway. Equipment consisted of a 105 cu. ft. compressor, a two-drum hoist with 1-yard bucket, a 13" gyratory crusher, 10" gyratory crusher, 1 - 120 h.p. motor, 1 - 60 h.p. motor and two screens. The majority of the hauling was done in hired trucks. One-half inch minus was scalped out after the primary crushing. Average production per working hour was 19 cu. yds. A breakdown of crushing costs is as follows:

	Cost	Quantity	Unit Cost
Move In and Set Up	$1,971.75	8,949.6 cu. yd.	$0.22
Drill and Shoot	1,802.28	" " "	0.20
Dragline to Plant	1,037.82	" " "	0.11
Crush	3,720.59	" " "	0.42
Haul to Stockpile	4,669.81	" " "	0.52
Handle in Stockpile	235.77	" " "	0.03
Main Office Expense	372.00	" " "	0.04
	$13,810.02	8,949.6 cu. yd.	$1.54

The low production is partially due to scalping after the primary crushing as the rejects totaled 32% of the stockpiled material. Old equipment and mediocre supervision were the primary factors contributing to the small loss shown, however.

E. H. Clymer
Cost Analyst

By . . J. D. Nelson

RECEIVED
JAN 24 1941
FOR FILING

33-J265

January 24, 1941

United Pacific Insurance Company
Jo Stroyan, Agent
Board of Trade Building
Portland, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Rogers Construction Co., on Contract No. 2373 which is for production of crushed rock in stock piles on the Mosier-Seufert Section of the Columbia River Highway, in Wasco County. This payment, in the amount of $ 2,562.77, will be made on or after February 3, 1941. The retained percentage is $973.32.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there by any.

Kindly acknowledge receipt of this letter.

Very truly yours,

By

Secretary

HBG/AM

NOTED
D. G. DeSart

Form E-1—3M—5-40

a

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending January 18, 1941

Section Mosier - Seufert

Kind of work Rock Production

Highway Columbia River

Section prefix 33 - 4205

Contractor Rogers Const Co

Contract number 2373

Date of contract Oct 10, 1940

Date of completion May 31, 1941

Date work started Oct 21, 1940

~~Estimated~~ date of completion Dec 19, 1940

Amount of contract $ 12,977.00

Per cent of time elapsed 39 %

Estimated cost of completed project, exclusive of engineering $ 12,977.00

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date, $ 813.46, 4 7/10%

Date project was completed Dec 19th, 1940

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Final Estimate on this section was completed and shipped to Division Office on Tuesday January 14th.

This is the final report on this Project.

NOTED

NOTED
RAY WE

JAN 20 1941

Signed

Address

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....,

Compressors ...., Bulldozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

STATE PRINTING DEPT.

RECEIVED
JAN 18 1941
FOR FILING

33-4205

January 17, 1941

Jo Stroyan, Agent
United Pacific Insurance Company
Board of Trade Building
Portland, Oregon

Dear Madam:

We have today received notice from the Stadelman Ice Company releasing Rogers Construction Company and your Surety Company from any further obligation in connection with the claim filed against the Contractor and Surety on Contract No. 2373 for furnishing crushed rock on the Mosier-Seufert Rock Production, Columbia River Highway.

Yours very truly,

STATE HIGHWAY COMMISSION

By

DGD:cm Secretary
cc: Rogers Construction Co.
Dayton, Washington

RECEIVED
JAN 18 1941
FOR FILING

33-4205

January 17, 1941

Stadelman Ice Company
The Dalles, Oregon

Dear Sirs:

This will acknowledge receipt of your letter of January 14th releasing Rogers Construction Company from your claim in the amount of $275.79 filed against them and their surety, United Pacific Insurance Company, in connection with work performed under contract No. 2373.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

DGD:sm

NOTED
D. G. DeSart

P. J. STADELMAN, MANAGER

Stadelman Ice Co.

WHOLESALE & RETAIL DEALERS IN

ICE, FUEL, BEVERAGES & TOBACCO

THE DALLES, OREGON.

January 14, 1941

Division of State Highways
Salem, Oregon

Gentlemen:

We hereby release our claim against Roggers Construction Company for the amount of $275.79.

Yours very truly,

STADELMAN ICE COMPANY

George Stadelman

GPS'R

REFERRED TO
Rickard
BY SECRETARY

acknowledge and notify surety & contractor
[illegible]

a

Form E-1—8M—5-40

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Jan 11, , 19 41

Section Mosier - Seufert

Kind of work Rock Production

Highway Columbia River

Section prefix 33 - 4205

Contractor Rogers Const Co

Contract number 2373

Date of contract Oct 10, 19 40

Date of completion May 31, 1941

Date work started Oct 21, 19 40

~~Estimated~~ date of completion Dec 19, 1940

Amount of contract $ 12,977.00

Per cent of time elapsed 37 %

Estimated cost of completed project, exclusive of engineering $ 12,977.00

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date, $ 560.00, %

Date project was completed Dec 19, 1940

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Project was completed on Dec 19,1940 and final estimate is ready, waiting for force account pat roll , was returned to him for signature.

NOTED
RAY WEBBER

RECEIVED
JAN 13 1941
OFFICE OF
CONSTRUCTION ENGINEER

Signed J E Peck

Address The Dalles, Oreg

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....,

Compressors ...., Bulldozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

STATE PRINTING DEPT.

RECEIVED
JAN 3 1941
FOR FILING

33-4205

January 3, 1941

Honorable Earl Snell
Secretary of State
CAPITOL

Dear Sir:

This acknowledges receipt of your letter of January 2, 1941, with copies inclosed of a claim which has been filed by the Stadelman Ice Company against the bond taken from Rogers Construction Company in connection with state highway contract No. 2373, Mosier-Seufert Rock Production Project.

In accordance with our usual practice we are today bringing this claim to the attention of the bonding company and the contractor.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

DD:AM

NOTED
D. G. DeSart

a

January 3, 1941

United Pacific Insurance Company
Jo Stroyan, Agent
Board of Trade Building
Portland, Oregon

Gentlemen:

Attached hereto is a copy of a claim which has been filed with the Secretary of State by the Stadelman Ice Company against the bond taken from Rogers Construction Company in connection with state highway contract No. 2373, Mosier-Seufert Rock Production Project on the Columbia River Highway, in Wasco County.

This is being forwarded to you inasmuch as you appear surety on the bond furnished by the contractor and is for your records and files.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

DD:AM

cc - Rogers Construction Co.
Dayton, Washington

NOTED
D. G. DeSart

6

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

January 2, 1941

Oregon State Highway Commission
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer

There are enclosed for your information and files three copies of a notice of claim by Studebaker Ice Company for $[illegible]5.79 against the bond taken from Oregon Construction Company, principal, and United Pacific Insurance Company, surety, for work on the Mosier-[illegible] Section of the Columbia River Highway which was received and filed in this office today.

Please acknowledge receipt of the copies.

Very truly yours,

Earl Snell

Secretary of State

[illegible]
Enc.

COPY

6

To the Oregon State Highway Commission.

Pursuant to the provisions of section 67-1101 Oregon Code 1935 supplement as amended notice is hereby given that the undersigned Stadelman Ice Company of The Dalles, Oregon has a claim for oil furnished in the sum of two hundred seventy five dollars and seventy nine cents ($275.79) against the bond taken from the Rogers Construction Company, principal, and United Pacific Insurance Company, surety, for the work of highway construction on the Mosier-Seufert Section Columbia River Highway in Wasco County.

Stadelman Ice Company

By F. J. Stadelman

Endorsed: File No. 2976
Filed January 2, 1941
EARL SNELL
Secretary of State

RECEIVED
NOV 8 1940
FOR FILING

33-4265

November 7, 1940

Rogers Construction Co.,
Dayton, Washington

Gentlemen:

We are sending to you today, by express, one fully executed copy of State Highway Contract No. 2373 which was awarded to you on October 10, 1940, covering the furnishing of crushed materials, in stock piles, for the Mosier-Seufert Section of the Columbia River Highway, in Wasco County. This copy of the contract is for your records and files.

Yours very truly,

HBG:MC

Secretary

NOTED
D. G. DeSart

33-4705

C
O
P
Y

November 7, 1940

United Pacific Insurance Co.
c/o Jo. Stroyan, Res. Agent
Board of Trade Building
Portland, Oregon

Gentlemen:

We are sending to you today, by express, one fully executed copy of the following contracts which were awarded on October 10, 1940, by the State Highway Commission:

Contract No. 2372 - awarded to Colonial Construction Company, for the grading, surfacing and oiling of the Follett Ranch-Cold Canyon Section of the Wallowa Lake Highway, in Union County.

Contract No. 2373 - awarded to Rogers Construction Company, for the furnishing of crushed materials in stock piles on the Mosier-Seufert Section of the Columbia River Highway, in Wasco County.

These copies of the above-mentioned contracts are for your records and files.

Yours very truly,

HBG:MC

Secretary

FIELD ENGINEER'S WEEKLT REPORT

✓

SECTION	SEUFERT-MOSIER	For week ending	Oct 26,1940
Highway	Columbia River	Kind of work	Rockproduction
CONTRACTOR	Rogers Const Company	Contract No	2373
Date of contract	Oct 10-1940	Date of Completion	May 31,1941
Date work started	Oct 21,1940	Est date of completion	May 31,1941
Amount of contract	$ 12,977.60	Per cent of time elapsed	5%

Estimated cost of completed project,exclusive of engineering $ 12,977.60

Per cent of contract completed 00

Engineering cost to date 00

The contractor started work on this project on Monday Oct 21,1940 he is drilling and moving in equipment and erecting crushing plant, is using 7 men.

NOTED
RAY WEBBER

NOTED

NOTED
VAN SCOY

RECEIVED
OCT 17 1940
FOR FILING

33-42-5

October 16, 1940

ROGERS CONSTRUCTION COMPANY
Box C-4
Dayton, Washington

Gentlemen:

We are sending you today by express four copies of Contract No. 2373 which was awarded to you by the State Highway Commission on October 10, 1940, covering the furnishing of crushed materials in stock piles on the Mosier-Seufert Section of the Columbia River Highway, in Wasco County.

Kindly execute all four copies of this contract as to agreement and bond and return them to this office for approval by the State Highway commission. When this has been accomplished a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 6 (page 15) of the printed General Provisions, relating to the Workmen's Compensation Act. You will be expected to accept the terms of this act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the paragraph on the same page, relating to payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

NOTED
D. G. DeSart

MBL

RECEIVED
OCT 15 1940
FOR FILING

33-4205

October 14, 1940

Rogers Construction Co.
Dayton, Washington

Gentlemen:

The State Highway Commission on October 10, 1940, awarded you the contract for the Mosier-Seufert Rock Production Project on the Columbia River Highway, in Wasco County. This award was based on your low bid of $12,977.60 submitted on that date.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AN

cc - S. H. Probert
G. S. Paxson

CONTRACT #2374

FAS 14-B-2 Mud Hollow-Oak Cr. Sec., 1940
C-1 North Umpqua Co. Road
#2374

RECEIVED
AUG 24 1942
FOR FILING

FAS 14-B-2

August 22, 1942

United States Fidelity & Guaranty Co.
Raymond G. Weiss, Agent
Bedell Building
Portland, Oregon

Gentlemen:

We have been advised by the Union Oil Company that their claim, in the amount of $767.48, against A. Milne for material furnished on his contract No. 2374 for grading, surfacing and oiling the Mud Hollow-Oak Creek Section of the North Umpqua County Road, has been paid in full.

Very truly yours,

Secretary

DG/mm

NOTED
D. G. DeSart

August 22, 1942

Union Oil Company of California
Portland, Oregon

Attention: District Credit Supervisor

Gentlemen:

Thank you for the carbon copy of your letter of August 19 to the Honorable Earl Snell, advising that the claim of your company against A. Milne for material furnished on contract No. 2374, for grading, surfacing and oiling the Mad Hollow-Oak Creek Section of the North Umpqua County Road, in Douglas County, has been paid in full.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

DD/mm

FORM 462 4-41 500M
PRINTED IN U. S. A.

IN REPLY GIVE NO.

Union Oil Company of California

CARBON COPY

August 19, 1942

Earl Snell, Secretary of State
State of Oregon
Salem, Oregon

This is in regard to a claim which we filed against A. Milne, in connection with State Highway Contract #2374, Mud Hollow-Oak Creek Section of the North Umpqua County Road in Douglas County. Having been paid in full, we have released our claim against the bonding company and take this means of also notifying your office as well as that of the State Highway Commission.

District Credit Supervisor

den:eac

cc Oregon State Highway Commission Att'n. Mr. H. B. Glaisyer, Secretary
Salem

cc United States Fidelity & Guaranty Co.
Att'n. Mr. Woodworth, Bedell Building,
Portland

RECEIVED
AUG 21 1942
STATE HIGHWAY COMMISSION

REFERRED TO
BY SECRETARY

RECEIVED
JUL 31 1942
FOR FILING

FAS IN-[illegible]

July 31, 1942

United States Fidelity & Guaranty Co.
Raymond G. Weiss, Agent
Bedell Building
Portland, Oregon

Gentlemen:

We have been informed by the General Petroleum Corporation that their claim, in the amount of $2,550.82, for material furnished on contract No. 2374 for grading, surfacing and oiling the Mud Hollow-Oak Creek Section of the North Umpqua County Road, has been paid in full.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

DD/mm

cc - A. Milne
7253 N. E. Broadway
Portland, Oregon

NOTED
D. G. DeSart

RECEIVED
JUL 31 1942
FOR FILING

July 31, 1942

Honorable Earl Snell
Secretary of State
Capitol Building

Dear Sir:

We acknowledge receipt of your letter of July 30, transmitting the General Petroleum Corporation Company's letter of July 29, in which they advise that their claim, in the amount of $2,550.82, against A. Milne on contract No. 2374 has been paid in full.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

DD/mm

NOTED
D. G. DeSart

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

July 30, 1942

Oregon State Highway Commission
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer

There is enclosed for your information and files, a copy of a letter from the General Petroleum Corporation of California advising that their claim against A. Milne has been satisfied.

Very truly yours,

Earl Snell
Secretary of State

S:FO
enc.

REFERRED TO Desart
BY SECRETARY
usual letters

COPY

GENERAL PETROLEUM CORPORATION OF CALIFORNIA

Woodlark Building
Portland, Oregon

July 29, 1942

Earl Snell
Secretary of State
Salem, Oregon

re: A Milne
Contract 2374
File 3062

Dear Sir:

On May 15th we filed our claim for $2,550.82 against contract number 2374 - A. Milne.

Please be advised that U.S. Fidelity & Guaranty Company has issued us a draft for the full amount of our claim.

Very truly yours,

GENERAL PETROLEUM CORP.
OF CALIFORNIA

By C. A. Kilgas

cm/caKILGAS

c.c. U. S. Fidelity & Guaranty Co.
Bedell Building, Portland, Ore.

RECEIVED
AUG 7 1942
FOR FILING

FAS 21-H-1

June 23, 1942

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

Reference is made to the overrun in quantity of structural excavation and the underrun in quantity for Class "A" Concrete on the Owyhee School Section, Project No. FAS 21-H (1).

The overrun of structural excavation was occasioned partially by the footings being carried lower than the elevation shown on the plans to secure suitable foundation, and partially by the original quantity being incorrect.

The reduction of Class "A" Concrete was due to the contingency allowance not being required and likewise to the original quantity being somewhat too liberally estimated.

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dictated by J. W. Nash/ER

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

March 18, 1942

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to the statement of overruns and underruns accompanying the finalvoucher for Oregon Federal Aid Secondary Project FAS 21-B (1), Owyhee School Section of the Vale-Adrian Highway.

The statement contains no explanation of the large overrun in quantity of structural excavation nor the underrun in quantity of class "A" concrete. Will you please advise as to the reasons for the changes in those quantities.

Very truly yours,

W.H. LYNCH
District Engineer

By

F. E. Andrews
Sr.Highway Engineer

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

May 2, 1942

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to our letter of March 18 requesting information regarding the overrun in quantity of structural excavation and the underrun in quantity of Class "A" concrete on Oregon Federal Aid Secondary Project FAS 21-B (1), Owyhee School Section of the Vale-Adrian Highway.

The final voucher for the project has now been audited and will be ready to forward for payment as soon as the information requested is received.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

R.H. Baldock
FAS 14-13-2

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FOR FILING
State Highway Engineer

June 13th, 1942

FINAL COST ANALYSIS
Mud Hollow-Oak Creek Section
North Umpqua County Road in Douglas County

Contract 2374
A. Milne, Contractor

Prefix 210-1024
E. E. Umphlette, Resident Engineer

Item	Cost	Quantity	Unit Cost	Unit Bid	Gross Revenue
Clearing & Grubbing	$331.21	100%		$500.00	$500.00
Struct. Excavation, Unclass.	258.16	150.4 Cu. Yd.	$1.72	1.50	225.60
Trench " "	166.57	139.8 " "	1.19	1.00	139.80
General " "	4,993.31	11,616.9 " "	0.43	0.30	3,485.07
Overhaul	160.37	7,243 Yd. Sta.	0.022	0.02	144.86
Truck Haul	267.91	1,323.4 Yd. Mi.	0.20	0.15	198.51
Finishing Roadbed & Slopes	466.04	1.24 Mile	375.84	300.00	372.00
12" Concrete Pipe	248.85	237 Lin. Ft.	1.05	1.10	260.70
18" " "	273.65	105 " "	2.61	2.20	231.00
36" " "	534.57	103 " "	5.19	5.00	515.00
Class "A" Concrete	813.47	26.45 Cu. Yd.	30.76	30.00	793.50
Metal Reinforcement	199.38	3,664 Lbs.	0.054	0.06	219.84
Riprap	115.51	32.37 Cu. Yd.	3.57	4.00	129.48
Gravel Subbase	2,518.88	8,586 Cu. Yd.	0.29	0.30	2,575.80
Hauling Gravel Subbase	6,982.97	6,291.78 Yd. Mi.	0.11	0.08	6,291.78
3/4"-0 Cr. Gravel in Base	4,403.00	2,233.8925 Tons	1.97	2.00	4,467.79
Sprinkling	512.96	458 M-Gal.	1.12	1.00	458.00
Preparation of Base	235.02	1.65 Mile	142.44	100.00	165.00
Furn. & Place Aggregate	3,717.54	1,313.792 Tons	2.83	2.80	3,678.62
" " " 151-200 Asphalt	1,833.57	67.58 "	27.13	22.00	1,486.76
" " " RC-3 Asphalt	456.49	18.35 "	24.88	22.00	403.70

Mud Hollow-Oak Creek Section Final Cost Analysis.

Item	Cost	Quantity	Unit Cost	Unit Bid	Gross Revenue
PA #1, Cement Adjustment		1.09 Bbl.		$3.20	$3.49
PA #2, Purchase 151-200 Asphalt in Barrels	$128.04	7.35 Tons	$17.42	16.73	122.97
	$29,617.47				$26,869.27

Total Cost	$29,617.47
Gross Revenue	26,869.27
Net Loss	$2,748.20

Net Loss Equals 10.23% of Gross Revenue

Contract 2374

Details of Cost

Labor:

Supervision	$920.00	
Labor	7,684.76	
State Industrial Accident	344.19	
Unemployment Compensation	258.14	
Old Age Benefit	86.05	$9,293.14

Materials:

12" Concrete Pipe	237	lin. ft.	at	$0.70	$165.90	
18" " "	105	" "	"	1.60	168.00	
36" " "	103	" "	"	4.24	436.72	
Cement	42.75	bbl.	"	3.20	136.80	
Concrete Aggregate F.O.B. Job	50	cu. yd.	"	1.95	97.50	
Metal Reinforcement	3,446	lbs.	at	4.35 cwt.	159.38	
3/4"-0 Cr. Gravel F.O.B. Plant	2,233.89	tons	at	1.00	2,233.89	
Mineral Aggregate F.O.B. Plant	1,313.79	"	"	1.00	1,313.79	
151-200 Asphalt	74.93	"	"	14.70	1,101.47	
RC-3 Asphalt	18.35	"	"	13.10	240.39	6,053.84

Miscellaneous:

Equipment Rental (Incl. Repairs)	$7,052.95	
Gas, Oil and Grease	3,525.42	
Explosives	15.81	
Form Lumber	50.00	
Move In Expense	1,235.97	
Small Tools & Misc. Expenses	859.81	
Overhead Expenses	590.12	
Home Office Expenses	671.72	
Bond	268.69	14,270.49
Total Cost		$29,617.47

Contract 2374

Remarks:

This was a "Federal Aid Secondary Project" and consisted of construction of 1.24 miles of highway roadbed, 1.65 miles of pit run gravel subbase and crushed gravel base, application of 1.65 miles of oil mat wearing surface (Type 0-11) and other incidental work. The contract was bid and awarded October 11th, 1940. Work was started October 17th, 1940, suspended October 31st, resumed May 12th, 1941 and completed October 1st, 1941.

Clearing was very light and consisted of removal of fences and cutting brush.

Some equipment was moved in during the fall of 1940 to do about two weeks work before being shutdown by wet weather. It was not practical to resume grading operations until late in the spring of 1941. Grade material was gumbo, clay and black mud and was moved by cat and scraper, cat and dozer and a motor blade. Some material was sidecast by a 5/8-yard shovel. Much of this excavation was done while the material was wet and very difficult to handle. The bid price was too low for this kind of material.

A 4' x 8' reinforced box culvert was constructed on bid items for Class "A" concrete and metal reinforcement. Concrete aggregate was purchased from Roseburg Sand and Gravel Company and paid for f.o.b. job site. These items were done at a cost very near the bid prices.

It was found that surfacing material could not be salvaged, and this item was eliminated.

The first subbase course was taken from a Deer Creek bar and part of the second course was taken from the Templin bar at the foot of Houck Street in Roseburg. The balance of this material was taken from a bar on the west side of the river and about a mile south of the Templin bar. This increased the distance the material was hauled.

Crushed gravel base was purchased in the bunkers of the Roseburg Sand and Gravel Co. at Shady Point and hauled in the contractor's trucks.

Oiling was started September 8th, 1941 and completed October 2nd, 1941, much time having been lost due to excessive rainfall. This delay greatly increased the cost of oiling.

This contract was done through bad weather, and the work was not done in the most efficient manner and resulted in a loss to the contractor.

E. H. Clymer
Cost Analyst

By . . M. G. Smith

RECEIVED
MAY 20 1942
FOR FILING

FAS 14-1-2

May 19, 1942

United States Fidelity & Guaranty Co.
Raymond C. Weiss, Agent
Bedell Building
Portland, Oregon

Gentlemen:

Attached hereto is a copy of a claim, in the amount of $2,550.82, which has been filed in the office of the Secretary of State by the General Petroleum Corporation of California against the bond taken from A. Milne in connection with state highway contract No. 2374, Mud Hollow-Oak Creek Section of the North Umpqua County Road, in Douglas County.

This is being forwarded to you inasmuch as you appear surety on the bond furnished by Mr. Milne in connection with this job.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

AM

cc - Mr. A. Milne
7253 N. E. Broadway
Portland, Oregon

NOTED
D. G. DeSart

May 19, 1942

Honorable Earl Snell
Secretary of State
CAPITOL

Dear Sir:

This acknowledges receipt of your letter of May 16, 1942, with copies inclosed of a claim, in the amount of $2,550.82, which has been filed by the General Petroleum Corporation of California against the bond taken from A. Milne in connection with state highway contract No. 2374, Mud Hollow-Oak Creek Section of the North Umpqua County Road, in Douglas County.

In accordance with our usual practice, we are today bringing this claim to the attention of the bonding company and the contractor.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

AM

NOTED
D. G. DeSart

COPY

GENERAL PETROLEUM CORPORATION
OF CALIFORNIA

Woodlark Building
813 S. W. Alder Street
Portland, Oregon

May 15, 1942

Registered Mail.... Return Receipt Requested

Earl Snell
Secretary of State
Salem, Oregon

re: Contract #2374
A. Milne

Dear Sir:

Notice is hereby given that the undersigned, General Petrleum Corporation of California, has a claim for petroleum products in the amount of $2,550.82 against the bond taken from the United States Fidelity & Guaranty Company, Raymond C. Weiss, Bedell Building, Portland, Agent, for the work on the Mud Hollow-Oak Creek Section of the North Umpqua Road.

Secretary of State

This contract #2374 was awarded by the Oregon State Highway Commission and was accepted by the highway commission on November 17th, 1941.

Very truly yours,

GENERAL PETROLEUM CORP. OF CALIF.

C. A. Kilgas
Credit Department

cm/caKILGAS

c.c. U. S. Fidelity & Guaranty Co.
Bedell Bldg., Portland, Oregon

c.c. Mr. A. Milne
7253 N. E. Broadway, Portland, Oregon

Endorsed: File No. 3062
Filed May 16, 1942
EARL SNELL

GENERAL PETROLEUM CORPORATION
OF CALIFORNIA

Woodlark Building
813 S. W.Alder Street
Portland, Oregon

May 15, 1942

Registered Mail.... Return Receipt Requested

Earl Snell
Secretary of State
Salem, Oregon

re: Contract #2374
A. Milne

Dear Sir:

Notice is hereby given that the undersigned, General Petrleum Corporation of California, has a claim for petroleum products in the amount of $2,550.82 against the bond taken from the United States Fidelity & Guaranty Company, Raymond C.Weiss, Bedell Building, Portland, Agent, for the work on the Mud Hollow-Oak Creek Section of the North Umpqua Road.

This contract #2374 was awarded by the Oregon State Highway Commission and was accepted by the highway commission on November 17th, 1941.

Very truly yours,

GENERAL PETROLEUM CORP. OF CALIF.

C. A. Kilgas
Credit Department

cm/caKILGAS

c.c. U. S. Fidelity & Guaranty Co.
Bedell Bldg., Portland, Oregon

c.c. Mr. A.Milne
7253 N. E. Broadway, Portland, Oregon

Endorsed: File No. 3062
Filed May 16, 1942
EARL SNELL
Secretary of State

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

May 16, 1942

Oregon State Highway Commission
Salem, Oregon

Gentlemen: Attention Mr. H.B.Glaisyer

There are enclosed for your files, three copies of a notice of claim by General Petroleum Corp. of California for $2550.82 against the bond taken from A. Milne, principal, and U.S. Fidelity & Guaranty Co., surety, for work on the Mud Hollow-Oak Creek Section of the North Umpqua Road, which was filed today.

Please acknowledge receipt of the copies in order that our files may be complete.

Very truly yours,

Earl Snell
Secretary of State

S:FO
encs. 3

RECEIVED
MAY 20 1942
FOR FILING

FAS 14-P-2

May 19, 1942

United States Fidelity & Guaranty Co.
Raymond C. Weiss, Agent
Bedell Building
Portland, Oregon

Gentlemen:

Attached hereto is a copy of a notice of claim, in the amount of $767.48, which has been filed in the office of the Secretary of State by the Union Oil Company of California against the bond taken from A. Milne in connection with contract No. 2374, Mud Hollow-Oak Creek Section of the North Umpqua County Road, in Douglas County.

This is being forwarded to you inasmuch as you appear surety on the bond furnished by Mr. Milne in connection with this job.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

AM

cc - Mr. A. Milne
7253 N. E. Broadway
Portland, Oregon

NOTED
D. G. DeSart

May 19, 1942

Honorable Earl Snell
Secretary of State
CAPITOL

Dear Sir:

This acknowledges receipt of your letter of May 16 with copies inclosed of a notice of claim, in the amount of $767.48, which has been filed in your office by the Union Oil Company of California against the bond taken from A. Milne in connection with contract No. 2374, Mud Hollow-Oak Creek Section of the North Umpqua County Road, in Douglas County.

We are today bringing this claim to the attention of the bonding company and the contractor.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

AM

NOTED
D. G. DeSart

May 19, 1942

Union Oil Company of California
Yeon Building
Portland, Oregon

Gentlemen:

This acknowledges receipt of a carbon copy of your letter of May 14, 1942, addressed to Mr. Earl Snell, Secretary of State, with a copy attached of a claim which you have against A. Milne in connection with state highway contract No. 2374, Mud Hollow-Oak Creek Section of the North Umpqua County Road, in Douglas County.

In accordance with our usual practice, we are today bringing your claim to the attention of the bonding company and the contractor.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

AM

NOTED
D. G. DeSart

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

May 16, 1942

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

There are enclosed for your information and files, three copies of a notice of claim by Union Oil Company of California for $767.48 against the bond taken from A. Milne, principal, for work on contract No. 2374, which was received and filed today.

Please acknowledge receipt of the copies in order to complete our files.

Very truly yours,

Earl Snell
Secretary of State

S:FO
encs. 3

NOTICE OF CLAIM

STATE OF OREGON)
COUNTY OF MULTNOMAH) ss.

I, D.E. Nichols, District Credit Supervisor of Union Oil Company of California, a corporation, being first duly sworn upon oath, depose and say:

That A. Milne, doing business as Milne Construction Company, whose address is 7253 N.E. Bro dway, Portland, Oregon, is indebted to Union Oil Company of California, a corporation, in the amountof $767.48, being the reasonable value of goods, wares and merchandise more particularly described as gasoline and other petroleum products sold and delivered to A. Milne.

That said goods, wares and merchandise were delivered to A. Milne between the dates of August 30, 1941 and November 1, 1941, and used by him in the construction of an Oregon state highway, more particularly described as the Mud Hollow Oak Creek Section of the North Umpqua County Road in the State of Oregon, under Oregon State Highway Commission contract number or job number 2374.

That a statement showing the dates of the various charged and credits in favor of Union Oil Company of California and against A.Milne is hereto attached, marked Exhibit "A", and by reference made a part of this Notice of Claim.

That there is now due and owing upon said claim the sum of $767.48 over and above all legal set-offs and counter claims, and that the payment of the above claim has not been secured by any mortgage, lien or pledge upon any real or personal property.

D. E. NICHOLS
District Credit Supervisor of
Union Oil Company of California.

Subscribed and sworn to before me this 14th day of May, 1942.

JOHN D. WILLIAMS
Notary Public for Oregon
My commission expires March 17, 1945.

(SEAL)

- -

A. Milne
7253 N. E. Broadway
Portland, Oregon

160

	Charges	Credits	Last amount is Balance due
August 30, 1941		1.50	1.50
1 ST Bbl 8/22			
7	74.99		73.49
11	10.16		
19	44.22		186.03
22	58.16		
Sept. 1941			
6	16.92		205.95
10	3.00		209.00
15	3.05		696.05
30 DE IV of 9/3	487.05		936.59
23	240.54		
Oct. 1941			953.51
9/26	16.92		
Nov. 1941			
24 Payment		186.03	767.48

EXHIBIT "A"

Endorsed: File No. 3060
Filed May 16 1942
EARL SNELL, Secretary of State

IN REPLY GIVE NO.

Union Oil Company of California

CARBON COPY

May 14, 1942

Mr. Earl Snell,
Secretary of State
Salem, Oregon

Enclosed is notice of our claim in the amount of $767.48 against A. Milne, for merchandise delivered to, and used by him in the completion of State Of Oregon Contract No. 2374, and against the bond furnished by the United States Fidelity and Guaranty Company.

We will appreciate being advised that this instrument has been duly received and placed of record.

District Credit Supervisor

DEN:J

cc - United States Fidelity & Guaranty Company, Bedell Building, Portland, Oregon
cc - Mr. H. B. Glaisyer, Secretary, Oregon State Highway Commission, Salem, Oregon

Registered Mail

REFERRED TO
[illegible]
BY SECRETARY

prepare usual letter

NOTICE OF CLAIM

STATE OF OREGON) ss.
COUNTY OF MULTNOMAH)

I, D. E. NICHOLS, District Credit Supervisor of Union Oil Company of California, a corporation, being first duly sworn upon oath, depose and say:

That A. Milne, doing business as Milne Construction Company, whose address is 7253 N. E. Broadway, Portland, Oregon, is indebted to Union Oil Company of California, a corporation, in the amount of $767.48, being the reasonable value of goods, wares and merchandise more particularly described as gasoline and other petroleum products sold and delivered to A. Milne.

That said goods, wares and merchandise were delivered to A. Milne between the dates of August 30, 1941 and November 1, 1941, and used by him in the construction of an Oregon state highway, more particularly described as the Mud Hollow Oak Creek Section of the North Umpqua County Road in the State of Oregon, under Oregon State Highway Commission contract number or job number 2374.

That a statement showing the dates of the various charges and credits in favor of Union Oil Company of California and against A. Milne is hereto attached, marked Exhibit "A", and by reference made a part of this Notice of Claim.

That there is now due and owing upon said claim the sum of $767.48 over and above all legal set-offs and counter claims, and that the payment of the above claim has not been secured by any mortgage, lien or pledge upon any real or personal property.

D E Nichols
District Credit Supervisor of
Union Oil Company of California.

Subscribed and sworn to before me this 14th day of May, 1942.

John Williams
Notary Public for Oregon
My commission expires March 17, 1945.

UNION OIL COMPANY OF CALIFORNIA

PORTLAND DISTRICT OFFICE
YEON BUILDING - 522 S. W. 5TH AVENUE
PORTLAND, OREGON

A. MILNE
7253 N. E. Broadway
Portland, Oregon 160

TERMS OF SALE: 30 DAYS NET FROM DATE OF SHIPMENT. MONTHLY ACCOUNTS PAYABLE ON OR BEFORE 10TH OF MONTH FOLLOWING DELIVERY. NO CASH DISCOUNT ALLOWED. OVERDUE ACCOUNTS SUBJECT TO LEGAL RATE OF INTEREST.

DATE 194	DESCRIPTION	CHARGES	CREDITS	LAST AMOUNT IS BALANCE DUE
	BALANCE FORWARD ⟶			
August 30, 1941				
	1 ST Bbl 8/22		1.50	1.50
7		74.99		73.49
11		10.16		
19		44.22		
22		58.16		186.03
Sept. 1941				
6		16.92		
10		3.00		205.95
15		3.05		209.00
20	DS IV of 9/3	487.05		696.05
23		240.54		936.59
Oct. 1941				
9/26		16.92		953.51
Nov. 1941				
24	Payment		186.03	767.48
	EXHIBIT "A".			

DATE PAID________

CHECK NO.________

AMOUNT________

IRON DRUMS AND BARRELS ARE FOR TRANSPORTATION PURPOSES ONLY AND NOT TO BE HELD FOR STORAGE. THEY REMAIN THE PROPERTY OF UNION OIL COMPANY OF CALIFORNIA UNTIL PAID FOR, AND IT IS AGREED, AND IS A CONDITION OF THE SALE AND DELIVERY OF OIL THEREIN, THAT ALL CONTAINERS ARE RETURNABLE IN GOOD ORDER WITHIN NINETY DAYS. CONTAINERS NOT RETURNED ARE TO BE PAID FOR BY CUSTOMER WHEN BILLED AT OUR PREVAILING QUOTED MARKET PRICE.

UNION OIL COMPANY OF CALIFORNIA

NOTICE—THIS STATEMENT NOT GOOD TO SUPPORT CLAIM FOR REFUND OF MOTOR VEHICLE FUEL LICENSE TAX.

NOTED
D. DeSart

RECEIVED
APR 10 1942
FOR FILING

FAS 14-4-2

April 9, 1942

United States Fidelity & Guaranty Co.
Raymond C. Weiss
Bedell Bldg.
Portland, Oregon

Gentlemen:

Attached hereto is a copy of a claim in the amount of $45.00, which has been filed in the office of the Secretary of State by Dunn-Garretson Company, against the bond taken from A. Milne, in connection with state highway contract No. 2374, for the Mud Hollow-Oak Creek Section of the North Umpqua County Road, in Douglas County.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

HS

cc - A. Milne
7250 N. E. Broadway
Portland, Oregon

NOTED
D. DeSart

April 9, 1942

Honorable Earl Snell
Secretary of State
Salem, Oregon

Dear Sir:

This acknowledges receipt of your letter of April 8, 1942, enclosing copies of a claim in the amount of $45.00, which has been filed in your office by Denn-Gerretsen Company, against the bond taken from A. Milne, in connection with state highway contract No. 2374, for grading, surfacing and oiling the Mud Hollow-Oak Creek Section of the North Umpqua County Road, in Douglas County.

In accordance with our usual practice, we are today notifying the bonding company and the contractor that this claim has been filed.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

[illegible]

NOTED
D. DeSart

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

April 8, 1942

Oregon State Highway Commission
Salem, Oregon

Gentlemen: Attention Mr. H.B. Glaisyer

There are enclosed for your information and files, three copies of a notice of claim by Denn-Gerretsen Company for $45.00 against the bond taken from Milne Construction Company, principal, and U. S. Fidelity & Guaranty Company, surety, which was filed in this office on April 6th.

Please acknowledge receipt of the copies in order to complete our files.

Very truly yours,

Earl Snell
Secretary of State

S:FM
encs. 3

COPY

NOTICE

TO EARL SNELL, Secretary of State of the State of Oregon, and
TO The State Highway Commission of the Stateof Oregon:

GENTLEMEN:

NOTICE IS HEREBY GIVEN that the undersigned, W. H. Gerretsen, doing business under the firm name and style of Denn-Gerretson Co., at Roseburg, in Douglas County, Oregon, has a claim for the use of scale in weighing gravel for the Milne Construction Co. for use on the highway job east of Roseburg, Oregon, and between Dixenville and Glide, Oregon, in the sum of Forty-five and no/100 ($45.00) Dollars against the bond taken from Milne Construction Co. of 7353 NE Broadway, Portland, Oregon, and the United States Fidelity and Guaranty Company of Baltimore, Maryland, with offices at 1112 Bedell Building, Portland, Oregon, for the use of said scale in weighing said gravel as aforesaid on and prior to September 9, 1941.

DENN-GERRETSEN CO.

By W. H. Gerretsen
Owner

STATE OF OREGON }
} ss.
County of Douglas }

I, W. H. Gerretsen, being first duly sworn, on oath depose and say that I am the claimant named in the foregoing Notice; that I have read the same and know the contents thereof; that said claim is a just debt which is now past due and owing; that the same has never been paid, nor has any part thereof, and that there are no offsets or counterclaims thereto.

W. H. GERRETSEN

Subscribed and sworn to before me this 1st day of April, 1942.

(SEAL)

R. L. WHIPPLE
Notary Public for Oregon
My Commission expires
January 4, 1943

This Notice is given pursuant to Section 98-101 OCLA and is being mailed to:

Earl Snell, Secretary of State, Salem, Oregon
State Highway Commission of Oregon, Salem, Oregon
United States Fidelity and Guaranty Company, 1112 Bedell
Building, Portland, Oregon

Endorsed: File No. 3056
Filed April 6 , 1942
EARL SNELL, Secretary of State

RECEIVED
APR 9 1942
FOR FILING

FAS 14-P-2

April 8, 1942

U. S. Fidelity & Guaranty Company
Raymond C. Weiss
Bedell Building
Portland, Oregon

Gentlemen:

We have been informed by Denn-Gerretsen Company Roseburg, Oregon, that they have a claim in the amount of $45.00 against A. Milne, for services rendered under his contract No. 2374, for grading, surfacing and oiling the Mud Hollow-Oak Creek Section of the North Umpqua County Road, in Douglas County.

We are bringing this to your attention, inasmuch as you appear as surety on Mr. Milne's contract.

Very truly yours,

Secretary

DGD:RS

cc - A. Milne
7253 N. E. Broadway
Portland, Oregon

NOTED
D. DeSart

ERRED TO
Abstract
record

NOTICE

TO EARL SNELL, Secretary of State of the State of Oregon, and
TO The State Highway Commission of the State of Oregon:

GENTLEMEN:

NOTICE IS HEREBY GIVEN that the undersigned, W. H. Gerretsen, doing business under the firm name and style of Denn-Gerretsen Co., at Roseburg, in Douglas County, Oregon, has a claim for the use of scale in weighing gravel for the Milne Construction Co. for use on the highway job east of Roseburg, Oregon, and between Dixonville and Glide, Oregon, in the sum of Forty-five and no/100 ($45.00) Dollars against the bond taken from Milne Construction Co. of 7253 NE Broadway, Portland, Oregon, and the United States Fidelity and Guaranty Company of Baltimore, Maryland, with offices at 1112 Bedell Building, Portland, Oregon, for the use of said scale in weighing said gravel as aforesaid on and prior to September 9, 1941.

DENN-GERRETSEN CO.
By W. H. Gerretsen.
Owner

STATE OF OREGON)
) ss.
County of Douglas)

I, W. H. Gerretsen, being first duly sworn, on oath depose and say that I am the claimant named in the foregoing Notice; that I have read the same and know the contents thereof; that said claim is a just debt which is now past due and owing; that the same has never been paid, nor has any part thereof, and that there are no offsets or counterclaims thereto.

W. H. Gerretsen.

Subscribed and sworn to before me this 1st day of April, 1942.

R. L. Whipple
Notary Public for Oregon
My commission expires
January 4, 1943

This Notice is given pursuant to Section 98-101 OCLA and is being mailed to:

Earl Snell, Secretary of State, Salem, Oregon
State Highway Commission of Oregon, Salem, Oregon
United States Fidelity and Guaranty Company, 1112 Bedell Building, Portland, Oregon

FULLER PAINTS
they last

402 W. OAK STREET
TELEPHONE 128

Roseburg, Ore. March 31, 1948

M Milne Construction Co.

IN ACCOUNT WITH

DENN-GERRETSEN CO.

Lumber, Fuel and Building Material

TERMS NET 30 DAYS NO DISCOUNT

Due first of month following date of purchase. Eight per cent interest charged after maturity.

Account as rendered

Sept. 9	Use of scale-weighing gravel as estimated	$45.00

cc - Mr. A. Milne
7253 S. E. Broadway
Portland, Oregon

RECEIVED
MAR 5 1942
FOR FILING

FAS 14-P-2

March 4, 1942

United States Fidelity & Guaranty Co.
Raymond C. Weiss, Resident Agent
Bedell Building
Portland, Oregon

Gentlemen:

This is to advise you that a claim has been filed by E. E. Woodcock of Roseburg, in the amount of $3.00 for materials furnished A. Milne in connection with his contract, No. 2374, for construction of the Mud Hollow-Oak Creek Section of the North Umpqua County Road, in Douglas County.

This information is given you inasmuch as you appear surety on the bond furnished by Mr. Milne in connection with this job.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

DD:AM

cc - Mr. A. Milne
7253 N. E. Broadway
Portland, Oregon

NOTED
D. DeSart

March 4, 194

Mr. E. E. Woodcock
513 North Main Street
Roseburg, Oregon

Dear Sir:

Mr. K. D. Lytle, Division Engineer, Roseburg, has forwarded to this office your claim, in the amount of $3.00, against A. Milne in connection with his contract with the State Highway Commission, No. 2374, for construction of the Mud Hollow-Oak Creek Section of the North Umpqua County Road, in Douglas County.

We are today bringing your claim to the attention of the surety on the bond furnished by Mr. Milne and would suggest that you do likewise. The bond was written by the United States Fidelity & Guaranty Company for whom Raymond C. Weiss is resident agent with offices in the Bedell Building, Portland, Oregon.

We would also suggest that you file your claim against the bond through the office of the Secretary of State, prior to the expiration of a period of six months from date of acceptance of the contract by the State Highway Commission, in accordance with the provisions of Chapter 517, Oregon Laws 1939, a mimeographed copy of which is inclosed.

This contract was completed on October 1, 1941, and was accepted by the State Highway Commission on November 17, 1941.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

DD:AM
cc - K. D. Lytle

NOTED
D DeSart

STATEMENT

ROSEBURG, OREGON, Mar 1 1942

M Milne Con. Co

IN ACCOUNT WITH

E. E. WOODCOCK
GENERAL BLACKSMITHING
AND HORSESHOEING
513 N. MAIN STREET

TERMS: ALL BILLS PAYABLE FIRST OF EACH MONTH FOLLOWING PURCHASE

Aug	25	spring leaf 10 lbs				
		G T Aull	3	00		

BY SECRETARY

[illegible]

MMISSION

E

the attached
hat it be put
rk was performed
reek Section,

y yours,

LE
Engineer

FORM E-60 20M 12-41

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
March 2, 1942

Subject: 210-1024

To:

S. H. Probert
Office Engineer

Dear Sir:

E. E. Woodcock, Roseburg, has handed me the attached bill in the amount of $3.00 and asked that it be put in as a claim against A. Milne. The work was performed in connection with the Mud Hollow-Oak Creek Section, contract 2374.

Very truly yours,

K. D. Lytle
K. D. LYTLE
Division Engineer

KDL:G

enc

REFERRED TO
Detar
BY SECRETARY

[illegible]

RECEIVED
FEB 11 1942
FOR FILING

FPS 14-R-2

February 10, 1942

A. Milne Construction Company
7253 Northeast Broadway
Portland, Oregon

Gentlemen:

In accordance with your letter of February 5 and a request from the United States Fidelity and Guaranty Company, we will mail your final payment, on contract No. 2374, to you in-care-of United States Fidelity and Guaranty Company, Bedell Building, Portland, Oregon.

Very truly yours,

[illegible]

Secretary

NOTED
D. DeSart

A. MILNE CONSTRUCTION CO.
7253 NORTHEAST BROADWAY
PORTLAND, OREGON

February 5th 1942

- 1942

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

Regarding Contract No. 2374, Mud Hollow-Oak Creek Section of the North Umpqua Highway.

Please forward the final payment on this project to us care United States Fidelity & Guaranty Company, Bedell Building, Portland, Oregon.

Yours very truly,

A. Milne

NOTED FEB 10 1942

Supt. of Claims

JAB:LK

FEB 10 1942

NOTED FEB 10 '42

UNITED STATES FIDELITY AND GUARANTY COMPANY
PORTLAND OFFICE
1112 BEDELL BUILDING, PORTLAND, OREGON
TELEPHONE: ATWATER 8511

MORRISON K. SPROTT
Manager

JOSEPH A. BOYCE
Superintendent of Claims

February 5, 1942

In re: A. Milne - Contract No. 2374

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

In reply to your letter of February 4, 1942, this is to advise that final payment may be made to Mr. Milne on contract No. 2374, and that the same is to be mailed to Mr. Milne in care of this office.

Mr. Milne is writing a similar request.

Thanking you, we remain

Yours very truly,

Jos. A. Boyce
Supt. of Claims

JAB:LK

[illegible]

FEB 10 1942

NOTED FEB 10 '42

RECEIVED
FEB 5 1942
FOR FILING
FAS 14- [illegible]

February 4, 1942

United States Fidelity & Guaranty Company
Raymond C. Weiss
Bedell Building
Portland, Oregon

Gentlemen:

You are hereby notified that state highway contract No. 2374 for work on the Mud Hollow-Oak Creek Section of the North Umpqua County Road has been completed by the contractor, A. Milne, and that final settlement will be made on or after February 14, 1942.

There are claims filed against this project, of which you have been previously notified, aggregating $2,934.09.

This notice is served upon you since you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractor in connection with this contract will be $26,869.27, including final payment, and that no force account work was performed therein. This contract was completed on October 1, 1941, and accepted by the Commission on November 17, 1941.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

RS

NOTED
D. DeSart

RECEIVED
JAN 30 1942
FOR FILING

FAS 14-1-[illegible]

January 29, 1942

Hansen Motor Company
Oak & Stephens Streets
Roseburg, Oregon

Gentlemen:

The Secretary of State has referred your letter of January 24 to this office for answer.

According to our records, your claim against A. Milne, for services performed on contract No. 2374, for grading, surfacing and oiling the Mud Hollow-Oak Creek Section of the North Umpqua County Road, was filed with the Secretary of State November 25, 1941.

We presume that you have filed your claim also with the bonding company, as suggested in our letter of September 22, 1941. If you do not secure satisfaction through the bonding company, you still have recourse to action in the courts, as also suggested in our letter of September 22.

We are sorry that we cannot assist you further, but trust that you will secure satisfactory settlement within the near future.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

DOD:RS

NOTED
D. DeSart

Hansen MOTOR Company
Chevrolet
"First because it's Finest"

Hans T. Hansen, Owner

OAK AND STEPHENS STS.
ROSEBURG, OREGON

January 24, 1942

RECEIVED
JAN 27 1942
OREGON
STATE HIGHWAY COMMISSION

Earl Snell
Sec. of State
Salem, Oregon

Dear Sir:

On November 24, 1941, we filed a claim in the amount of $387.47 against A. Milne, D B A Milme Construction Co. and United States Fidelity & Guaranty Co.

Please advise the necessary steps to effect the collection of this account.

Very truly yours,

HANSEN MOTOR COMPANY

Leonard Johanson

Respectfully referred to State Highway Commission

STATE DEPARTMENT

REFERRED TO [illegible]
BY SECRETARY

[illegible] Letter.

HANSEN MOTOR CO.
SERVICE DEPT.
PARTS DEPT.
OK USED CARS
HANSEN MOTORS
TIRE DEPT.
U.S. TIRES
RECAPPING VULCANIZING
U.S TIRES
PAINT DEPT.
HANSEN MOTOR CO.

R

RECEIVED
JAN 28 1942
FOR FILING

FAS-14-B-2

January 26, 1942

United States Fidelity & Guaranty Co.
Raymond C. Weiss
Bedell Building
Portland, Oregon

Gentlemen:

We have received notice, through the office of the Secretary of State, that the General Petroleum Corporation has asked for the withdrawal of their notice of claim in the amount of $1095.37, against the bond of A. Milne, in connection with contract No. 2374 for work on the Mud Hollow-Oak Creek Section of the North Umpqua County Road, in Douglas County.

This information is given you, inasmuch as you appear as surety on the bond furnished in connection with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

RS

cc - A. Milne
7253 N. E. Broadway
Portland, Oregon

NOTED
D. C. DeSart

January 26, 1942

Honorable Earl Snell
Secretary of State
Salem, Oregon

Dear Sir:

This will acknowledge receipt of your letter of January 24, notifying us that the General Petroleum Corporation has withdrawn its claim against the bond of A. Milne, in the amount of $1,095.37, which was filed in connection with contract No. 2374, for work on the Mud Hollow-Oak Creek Section of the North Umpqua County Road.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

[illegible]

NOTED
D. DeSart

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

RECEIVED
JAN 26 1942
OREGON
STATE HIGHWAY COMMISSION

January [illegible], 1942

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

There is enclosed for your information, a copy of a letter of General Petroleum Corporation asking for the withdrawal of their notice of claim against A. [illegible] for $1095.37.

Very truly yours,

Earl Snell
Secretary of State

[illegible]
enc.

REFERRED TO
[illegible]
BY SECRETARY

acknowledge + prepare usual letter

COPY

GENERAL PETROLEUM CORPORATION
of California

Woodlark Building
81[illegible] S.W. Alder Street
Portland, Oregon

January 22, 194[illegible]

Registered Mail....Return Receipt Requested

Earl Snell
Secretary of State
Salem, Oregon

Re: Contract #2574
[illegible]

Dear Sir:

On January 22nd we forwarded you notice of a claim which we had against the above job in the amount of $1[illegible].37.

Will you please withdraw this claim?

Very truly yours,

C.A. KILGAS
Credit Department

CM:J Kilgas

c.c. U.S. Fidelity and Guarantee Co.
1112 Bedell Bldg., Portland

cc. [illegible]
7[illegible] N.E. Broadway, Portland
c.c. Lee Shannon
Office

R

RECEIVED
JAN 24 1942
FOR FILING

FAS-14-B-2

January 24, 1942

United States Fidelity & Guaranty Co.
Raymond C. Weiss, Agent
Bedell Building
Portland, Oregon

Gentlemen:

We have received through the office of the Secretary of State copies of a notice of claim, in the amount of $1,095.37, filed by the General Petroleum Corporation of California against the bond taken from A. Milne for grading, surfacing and oiling the Mud Hollow-Oak Creek Section of the North Umpqua County Road, in Douglas County, being state highway contract No. 2374.

Inasmuch as you are surety for the contractor on this job, we hand you herewith, for your information and such action as is necessary, a copy of this notice of claim.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

MM

cc - A. Milne
7253 N. E. Broadway
Portland, Oregon

NOTED
D. [illegible] DeSart

January 24, 1942

Honorable Earl Snell
Secretary of State
Capitol

Dear Sir:

This acknowledges receipt of your letter of January 23, enclosing three copies of a Notice of Claim, in the amount of $1,095.37, filed by the General Petroleum Corporation of California against the bond taken from A. Milne in connection with his contract with the State Highway Commission No. 2374, for grading, surfacing and oiling the Mud Hollow-Oak Creek Section of the North Umpqua County Road, in Douglas County.

We have noted this claim in our records of this job and will today forward to the contractor and his surety copies of the notice thereof.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

MM

NOTED
D. [illegible]. DeSart

GENERAL PETROLEUM CORPORATION
of California
Woodlark Building
813 S.W.Alder Street
Portland, Oregon

January 22,1942

Registered Mail....Return Receipt Requested

Earl Snell
Secretary of State
Salem, Oregon

re: contract #2374
A. Milne

Dear Sir:

Notice is hereby given that the undersigned,General Petroleum Corporation of California, has a claim for petroleum products in the amount of $1095.37 against the bond taken from the United States Fidelity and Guarantee Company, Raymond C.Weiss, Bedell Building, Portland, Oregon, for the work on the Mud Hollow Oak Creek Section of the North Umpqua Road.

This contract #2374 was awarded by the Oregon State Highway Commission at Salem, Oregon, and was accepted by the highway commission on November 17, 1941.

Very truly yours,

C. A. KILGAS
Credit Department

REFERRED TO

CM:CAKilgas

c.c. U.S.Fidelity and Guarantee Co.
1112 Bedell Bldg., Portland

c.c. A. Milne
7235 N. E.Broadway, Portland

c.c. Lee Shannon
Office

Endorsed: File No.3027
Filed January 23, 1942
EARL SNELL, Secretary of State

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

JAN 24 1942

January 23, 1942

Oregon State Highway Commission
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer

There are enclosed for your information and files, three copies of a notice of claim by General Petroleum Corporation for $1095.37 against the bond taken from A. Milne, principal, and U.S. Fidelity & Guaranty Company, surety, for work on contract #2374, which was received and filed today.

Please acknowledge receipt of the copies.

Very truly yours,

Earl Snell
Secretary of State

S:FM
encs. 3

REFERRED TO
[illegible]
BY SECRETARY

Usual action

RECEIVED
JAN 24 1942
FOR FILING

FA-14-B-2

R

January 23, 1942

U. S. Fidelity & Guaranty Co.
Raymond C. Weiss
Bedell Building
Portland, Oregon

Gentlemen:

In accordance with your letter of January 20, we have instructed our auditor to mail the semi-final payment on contract No. 2374, for grading, surfacing and oiling the Mud Hollow-Oak Creek Section, of the North Umpqua County Road, to A. Milne, c/o U. S. Fidelity & Guaranty Company, 1112 Bedell Bldg., Portland, Oregon.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

DCD:BS

cc - Auditor
A. Milne
7253 N.E. Broadway
Portland, Oregon

NOTED
D. . DeSart

UNITED STATES FIDELITY AND GUARANTY COMPANY
PORTLAND OFFICE
1112 BEDELL BUILDING, PORTLAND, OREGON
TELEPHONE: ATWATER 8511

MORRISON K. SPROTT
Manager

JOSEPH A. BOYCE
Superintendent of Claims

January 20, 1942

Mr. H. B. Glaisyer, Sec.
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

RE: A. Milne - Contract No. 2374

Referring to Contract No. 2374, Mud Hollow-Oak Creek Section of the North Umpqua County Road, in Douglas County, you have on file a letter under date of January 16, 1941, directed to you by the A. Milne Construction Company.

The above referred to letter requests that estimate check for semi-final on the above project be mailed to A. Milne, care of the U. S. Fidelity & Guaranty Company, 1112 Bedell Building, Portland, Oregon.

This office has previously advised you requesting that the above semi-final payment be held up pending further word from us. This letter will be your authorization and our request that such payment be made to Mr. Milne, but directed to this office.

Thanking you in advance for this courtesy, we beg to remain,

Yours very truly,

Supt. of Surety

REFERRED TO
[illegible]
BY SECRETARY

JAB:AS

[illegible]
notify [illegible] - give him copy of this letter
acknowledge cc to auditor + [illegible]
HBG.

RECEIVED
JAN 16 1942
FOR FILING

FAS-14-B-2

January 15, 1942

United States Fidelity & Guaranty Company
Raymond C. Weiss
Bedell Building
Portland, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to A. Milne, on contract No. 2374, for the Mud Hollow-Oak Creek Section of the North Umpqua County Road, in Douglas County. This payment, in the amount of $1,879.79, will be made on or after January 26, 1942. The retained percentage is $806.06.

There are claims filed against this project, of which you have been previously notified, aggregating $2,934.09.

Kindly acknowledge receipt of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

RS

NOTED
D DeSart

RECEIVED
JAN 13 1942
FOR FILING

FAS 14-B-2

January 12, 1942

Union Oil Company of California
Yeon Building
Portland, Oregon

Attention: D. E. Nichols

Gentlemen:

In accordance with your letter of January 7, we advise that contract No. 2374 with A. Milne, for grading, surfacing and oiling the Mud Hollow-Oak Creek Section of the North Umpqua County Road was completed October 1, 1941, and accepted November 17, 1941.

Final estimate, in the amount of approximately $2,000, will be paid within about six weeks or two months. There has been paid to date $24,182.94.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

DO/mm

NOTED
D DeSart

Union Oil Company of California

YEON BUILDING
PORTLAND, OREGON

January 7, 1942

Oregon State Highway Commission
Salem
Oregon

STATE OF OREGON CONTRACT #2374 [illegible]-Oak Co.
A Milne Construction Company

Will you please inform us if the above contract has been completed and accepted and, if so, the date of its acceptance? We would also like to know if final settlement has been made on this contract. If not, we would like to be informed as to when final settlement will be made and the amount of that payment.

Thank you.

D. E. NICHOLS
District Credit Supervisor

By: W S Newton Jr.

wsn:eac

RECEIVED
JAN 9 - 1942
STATE HIGHWAY COMMISSION

FORM 401 P 11-41 5M
PRINTED IN U. S. A.

RECEIVED
JAN 13 1942
FOR FILING

[illegible] 14-E-2

January 12, 1942

United States Fidelity & Guaranty Co.
Raymond C. Weiss, Agent
Bedell Building
Portland, Oregon

Gentlemen:

We have today received notice from the Roseburg Welding and Radiator Works that they have a claim in the amount of $49.70 against A. Milne, as principal, and yourselves, as surety, for services rendered on Mr. Milne's contract No. 2374 for grading, surfacing and oiling the Mud Hollow-Oak Creek Section of the North Umpqua County Road.

We are calling this to your attention since you appear as surety on Mr. Milne's contract.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

DD/mm

cc - A. Milne
7253 N. E. Broadway
Portland, Oregon

NOTED
D DeSart

January 12, 1942

Roseburg Welding & Radiator Works
Roseburg, Oregon

Attention: J. F. Ospald

Gentlemen:

Division Engineer K. D. Lytle has forwarded to this office a copy of your claim in the amount of $49.70 for services rendered to A. Milne, on his contract No. 2374, for grading, surfacing and oiling the Mud Hollow-Oak Creek Section of the North Umpqua County Road, in Douglas County.

The Highway Commission does not attempt to investigate the validity of claims nor to withhold payment therefor from the contractor's estimate; however, it does require that the contractors furnish a bond for the protection of labor and material men. We offer you the protection of Mr. Milne's bond, which in this case was written by the United States Fidelity and Guaranty Company, through their resident agent, Raymond C. Weiss, Bedell Building, Portland.

We advise that you file your claim with this bonding company, and that if you do not receive satisfaction within a reasonable time, you file your claim with the Secretary of State, in accordance with Chapter 517, Oregon Laws, 1939, a copy of which is enclosed for your guidance. In accordance with our usual practice, we are calling your claim to the attention of the contractor and his surety.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

DD/mm

NOTED
D DeSart

FORM 5-50 [illegible] 5-41

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon

Jan. 10, 1942

Subject: 210-1024

To: S. H. Probert
Office Engineer

Dear Sir:

J. F. Ospald, Proprietor of the Roseburg Welding & Radiator Works, handed me the attached bill which he wishes to put in as a claim against the final payment on the Mud Hollow-Oak Creek Section of the North Umpqua County Road. A. Milne was the contractor.

If there is any other action that should be taken in regard to the bill, will you please advise Mr. Ospald direct.

Very truly yours,

K. D. LITTLE
Division Engineer

KDL:G

enc

cc: J. F. Ospald

RECEIVED
JAN 12 1942
STATE HIGHWAY COMMISSION

Roseburg, O[illegible]n, Jan. 1st 1942

M Milne Construction Co
Roseburg Ore

In Account With

ROSEBURG WELDING & RADIATOR WORKS

J. F. OSPALD, PROPRIETOR

PORTABLE ELECTRIC AND ACETYLENE WELDING OUTFITS

RADIATOR REPAIRING

509 N. MAIN STREET

Aug	13	Welding on road oil heater & truck tail gate	8.50
	14	Weld tail gate trip Truck #5	1.50
	15	Straighten & weld Dump bed Truck # 24	3.50
	16	Weld tail gate trip # 24	.75
	18	Weld tail gate trip Truck # 20	.50
	19	Build up 2 hoist rack Truck # 24	3.75
	21	Weld reinforcing rod to tail gate latch lever.	.75
	25	Welding on shaft & bushing into gear	.75
		Weld break in cross member Truck # 24	1.25
		Repair truck wheel	1.00
		Straighten & weld sheave on shovel	1.50
		Straighten U Bolt & weld sheave bracket	4.50
	26	Make & weld on trip arm	2.00
		Braze booster arm Truck # 26	1.00
	29	Weld cross member & hoist cross shaft bracket Tr #1 -	2.50
		Weld sub frame bracket, tail gate & cross member Truck #4 -	4.00
Sept	2		
		Straighten trip shaft & weld bearings to floor	2.25
		Thread & adjust trip rod Truck # 1	.50
	3	Weld 1" angle in tail gate Labor $1.25 Steel $.45	1.70
	8	Weld & drill cross member on truck # 24	4.00
	14	Lengthen tail gate trip rod & weld 3 arms to shaft	2.25
	24	Weld blade gear shift lever	1.25
			$ 49.70

R

RECEIVED
DEC 31 1941
FOR FILING

FAS 14-B-2

December 26, 1941

Mr. E. L. Rigdon
Days Creek, Oregon

Dear Sir:

The general provisions of the contract or contracts which you hold with the Oregon State Highway Commission contain the following provision.

> "The contractor at all times shall observe and comply with all federal and state laws and local by-laws, ordinances, and regulations in any manner affecting the conduct of the work, and all such orders or decrees as exist at present and those which may be enacted later, of bodies or tribunals having any jurisdiction or authority over the work, and shall indemnify and save harmless the State and all its officers, agents, and servants against any claim or liability arising from or based on the violation of any such laws, by-laws, ordinances, regulations, order or decrees, whether such violations be by himself or his employees."

In connection with this provision, your attention is called to the blackout ordinances and regulations which are, or which will be in effect in many municipalities and other governmental subdivisions, which ordinances and regulations provide for the permanent extinguishment of lights of all characters which cannot be temporarily extinguished on very short notice. It appears that lanterns, flares and other construction lights come within the category of lights which must be permanently extinguished.

In order to insure that there will be no violation of the blackout ordinances and regulations referred to, in so far as your contracts with the Oregon State Highway Commission are concerned, the following instructions shall be carried out on all portions of the work to be done under your contracts which are now, or which may later be, within municipalities or districts to which said ordinances or regulations apply.

1. The safeguarding and protecting of traffic, of persons and of property which is called for by your contracts shall be accomplished by means which do not involve the use of lanterns, flares or other types of lights, except when watchmen or workmen are present to insure immediate extinguishment.

2. Barricades, warning signs and other protective devices shall be painted white and shall be suitably equipped with reflector buttons.

The Highway Department expects to prepare suitable standards for reflectorized barricades as soon as possible. Barricades needed in the meantime may be of any substantial and otherwise suitable design approved by the Resident Engineer.

The foregoing instructions are effective at once and are to be carried out immediately. They are applicable to the following

Contract No. 2~~3~~473 Days Creek-Wright Ranch Section
" " 2374 Oak Creek-Marks Ranch Section

Very truly yours,

R. H. Baldock
Chief Engineer

R

RECEIVED
DEC 17 1941
FOR FILING

FAS 14-B-2

December 16, 1941

A. Milne
7253 N. E. Broadway
Portland, Oregon

Dear Sir:

The State Highway Commission, at its meeting on November 17, 1941, granted you the extension of time requested from July 31 to September 30, 1941, without penalty, in connection with contract No. 2374 for grading, surfacing and oiling the Mud Hollow-Oak Creek Section of the North Umpqua County Road, in Douglas County.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

KR

cc: K. D. Lytle

RECEIVED
DEC 15 1941
FOR FILING

FAS 14-B-2

R

December 13, 1941

General Petroleum Corporation of Calif.
Woodlark Building
813 S. W. Alder Street
Portland, Oregon

Attention: C. A. Kilgas, Creditman

Gentlemen:

In reply to your inquiry of December 12, 1941 we advise that A. Milne's contract, No. 2374, Mud Hollow-Oak Creek Section of the North Umpqua County Road, was accepted by the State Highway Commission on November 17, 1941.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

DD:AM

NOTED
D. G. DeSart

GENERAL PETROLEUM CORPORATION
OF CALIFORNIA
A SOCONY - VACUUM COMPANY
WOODLARK BUILDING
813 S. W. ALDER STREET
PORTLAND, OREGON

SOCONY-VACUUM

GARGOYLE
LUBRICANTS

December 12, 1941

Oregon State Highway Commission
Salem, Oregon

Attention Mr. H. B. Glaisyer

Contract No. 2374
Mud Hollow-Oak Creek Section
of the North Umpqua Road
Contractor - Milne Construction Co.

Gentlemen:

On October 16 you advised that the above contract was completed October 1, 1941, but had not as yet been accepted by the Highway Commission.

We shall appreciate your advising us if you have now accepted it. A self-addressed envelope is enclosed for your convenience in replying.

Very truly yours,

C. A. Filgas
CREDITMAN
S.T.

GGT

Report
[illegible]
[illegible]

RECEIVED
DEC 13 1941
STATE HIGHWAY COMMISSION

FORM 2031

RECEIVED
DEC - 4 1941
FOR FILING

R

FAS-14-B-2

December 4, 1941

Roseburg Machine Shop
Corner of Fowler and Second Ave.
Roseburg, Oregon

Gentlemen: Attention C. W. Lundeen

We acknowledge receipt of your letter of December 2 advising us of your claim in the amount of $27.70 against A. Milne for services rendered on his contract No. 2374, for grading, surfacing and oiling the Mad Hollow-Oak Creek Section of the North Umpqua County Road.

We have no organization for determining the validity of claims against contractors so, of course, do not withhold the amounts of these claims from the contractor's final payment. However, the contractor is required to post a performance bond to guaranty payment of all legitimate claims against the contract, which was written in this case by United States Fidelity and Guaranty Company, through their resident agent, Raymond C. Weiss, Bedell Building, Portland. We offer you the protection of this bond, and suggest that you notify this surety company of your claim.

As a further step in protecting your claim we advise that you file it with the Secretary of State, in accordance with Chapter 517, Oregon Laws, 1939, copy of which is attached for your guidance.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

DGD:
BS

NOTED
D. . DeSart

December 4, 1941

United States Fidelity & Guaranty Company
Raymond C. Weiss
Bedell Building
Portland, Oregon

Gentlemen:

We have been informed by C. W. Lundeen, proprietor of the Roseburg Machine Shop, Corner of Fowler and Second Avenue, Roseburg, that they have a claim of $27.70 against A. Milne, for services rendered on his contract No. 2374, for grading, surfacing and oiling the Mud Hollow-Oak Creek Section of the North Umpqua County Road.

We are bringing this claim to your attention, since you appear as surety on Mr. Milne's contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

DGD:RS

cc - A. Milne
7233 N. E. Broadway
Portland, Oregon

NOTED
D. [illegible]. DeSart

OLLARS, MANDRELS
BOXINGS

SHAFTING, PULLEYS
MILL SUPPLIES, Etc.

ROSEBURG MACHINE SHOP

C. W. Lundeen, Prop.
Cor Fowler & 2nd Ave.
~~Corner Court & Main Streets~~

Roseburg, Oregon

Dec. 2 - 1941

State Hiway Com.
Salem Oregon

Gentlemen - Am sending you a statement of account with Milne Construction Co. - which was contracted in September - 1941 - while working on job at Mud Hollow on North Umpqua - at Glide Oregon. We have sent them accounts for the work but they refuse to answer - so will you kindly hold our account out before final settlement.

Respectfully
C. W. Lundeen

REFERRED TO
[illegible]
BY SECRETARY

[illegible]

RECEIVED
DEC 4 - 1941

R.

STATEMENT

Req. No.

Roseburg, Oregon, Dec 2 1941

IN ACCOUNT WITH

Roseburg Machine Shop

C. W. Lundeen, Prop.

Cor. Main and Court Sts.

Sold to: Milne Construction Co

Terms: Due Net 30 Days
2% discount 10th prox.

Dec	1	acct due for machine and welding work don in September -1941-	$27 70

[illegible] file your claim with this surety, Portland, and suggest that you file it with the Secretary of State company and also that you file it with the Secretary of State in accordance with Chapter 517, Oregon Laws, 1939, copy of which is attached for your guidance.

Work on this contract was accepted by the Highway Commission on November 17, 1941, and you will note in the attached copy of the law that your claim should be filed with the Secretary of State within a period of six months from this date.

In addition to the procedure as above outlined, we are calling the attention of Mr. A. Milne and the United States Fidelity and Guaranty Company to your unsatisfied claim.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

DGD:RS

NOTED
D. [illegible] DeBart

RECEIVED
DEC - 4 1941

FAS-14-B-2

December 3, 1941

Churchill Hardware Company, Inc.
202 North Jackson Street
Roseburg, Oregon

Gentlemen:

We acknowledge receipt of your claim in the amount of $20.92 for material furnished A. Milne on his contract No. 2374 for grading, surfacing and oiling the Mud Hollow-Oak Creek Section of the North Umpqua County Road.

We offer you the protection of the performance bond furnished by the United States Fidelity and Guaranty Company through their resident agent, Raymond C. Weiss, Bedell Bldg., Portland, and suggest that you file your claim with this surety company and also that you file it with the Secretary of State in accordance with Chapter 517, Oregon Laws, 1939, copy of which is attached for your guidance.

Work on this contract was accepted by the Highway Commission on November 17, 1941, and you will note in the attached copy of the law that your claim should be filed with the Secretary of State within a period of six months from this date.

In addition to the procedure as above outlined, we are calling the attention of Mr. A. Milne and the United States Fidelity and Guaranty Company to your unsatisfied claim.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

DGD:RS

NOTED
D. F. Dobart

December 2, 1941

United States Fidelity & Guaranty Company
Raymond C. Weiss
Bedell Building
Portland, Oregon

Dear Sir:

We have today received a claim in the amount of $20.92 from Churchill Hardware Company, Inc., 202 N. Jackson Street, Roseburg, Oregon, against A. Milne and yourselves as surety on contract No. 2374 for grading, surfacing and oiling the Mud Hollow-Oak Creek Section of the North Umpqua County Road.

This information is being called to your attention since you appear as surety on Mr. Milne's contract.

Very truly yours,
OREGON STATE HIGHWAY COMMISSION

By

Secretary

DD:HH
cc: A. Milne
7263 NE Broadway
Portland, Oregon

NOTED

Churchill Hardware Company, Inc.
IRONMONGERS
202 N. JACKSON STREET
ROSEBURG, OREGON

Dec. 2, 1941.

Oregon Highway Commission,
Salem, Ore.

Gentlemen,

We are enclosing a statement of an account due us from the Milne Construction Co. of Portland, Ore. for material furnished them on the Oak Creek Section of the North Umpqua Highway last May. We have received no response to statements mailed to them on this account and would like to have protection on this account as we presume they are bonded for the job.

Yours truly,
CHURCHILL HDWE. CO.
Geo. D. Wharton

REFERRED TO
D.E. Dort
BY SECRETARY
prepare usual letter

RECEIVED
DEC 3 - 1941
STATE HIGHWAY COMMISSION

---

contractor and his surety.

Very truly yours,
STATE HIGHWAY COMMISSION
By
Secretary

DD/mm

REFERRED TO

NOTED
D. D. Dort

~ STATEMENT ~

Roseburg, Oregon, Dec 1 1941

M Milne Construction Co

7753 N.E. Broadway

In Account With Portland Oregon

CHURCHILL HARDWARE CO.

All bills due and payable the first of the month following purchase.

	To Bal. Per Statement Rendered		
May 21	To Mdse. Per Bill Rendered		20 72

We are calling this claim to the attention of the contractor and his surety.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

DD/mm

R

RECEIVED
NOV 28 1941
FOR FILING

FAS-14-B-2

November 27, 1941

Hansen Motor Company
Oak and Stephens Streets
Roseburg, Oregon

Gentlemen:

We acknowledge receipt of a carbon copy of your letter to the Honorable Earl Snell, dated November 24, filing a claim in the amount of $387.47 against A. Milne and the United States Fidelity and Guaranty Company, for material furnished on contract No. 2374 for grading and surfacing the Mud Hollow-Oak Creek Section of the North Umpqua County Road, in Douglas County.

We are calling this claim to the attention of the contractor and his surety.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

DD/mm

Hansen MOTOR Company
Chevrolet
"First because it's Finest"
Hans T. Hansen, Owner
OAK AND STEPHENS STS.
ROSEBURG, OREGON

Nov. 24, 1941

RECEIVED
NOV 25 1941
STATE [illegible]

Earl Snell
Sec. of State
Salem, Oregon

Gentlemen:

To Oregon State Highway Commission.

Notice hereby is given that the undersigned Hansen Motor Company has a claim as follows:

9	32X6	recap tires
9	34X7	" "
6	9/75X20	" "
3		Tire repair jobs

in the sum of $387.47 (three hundred eighty-seven dollars and forty-seven cents) against the bond taken from A. Milne dba Milne Construction co. & United States Fidelity and Guaranty Company for the work of surfacing and oiling the Mud Hollow--Oak Creek Section of the North Umpqua County Road in Douglas County, contract number 2374.

Yours very truly,

HANSEN MOTOR COMPANY

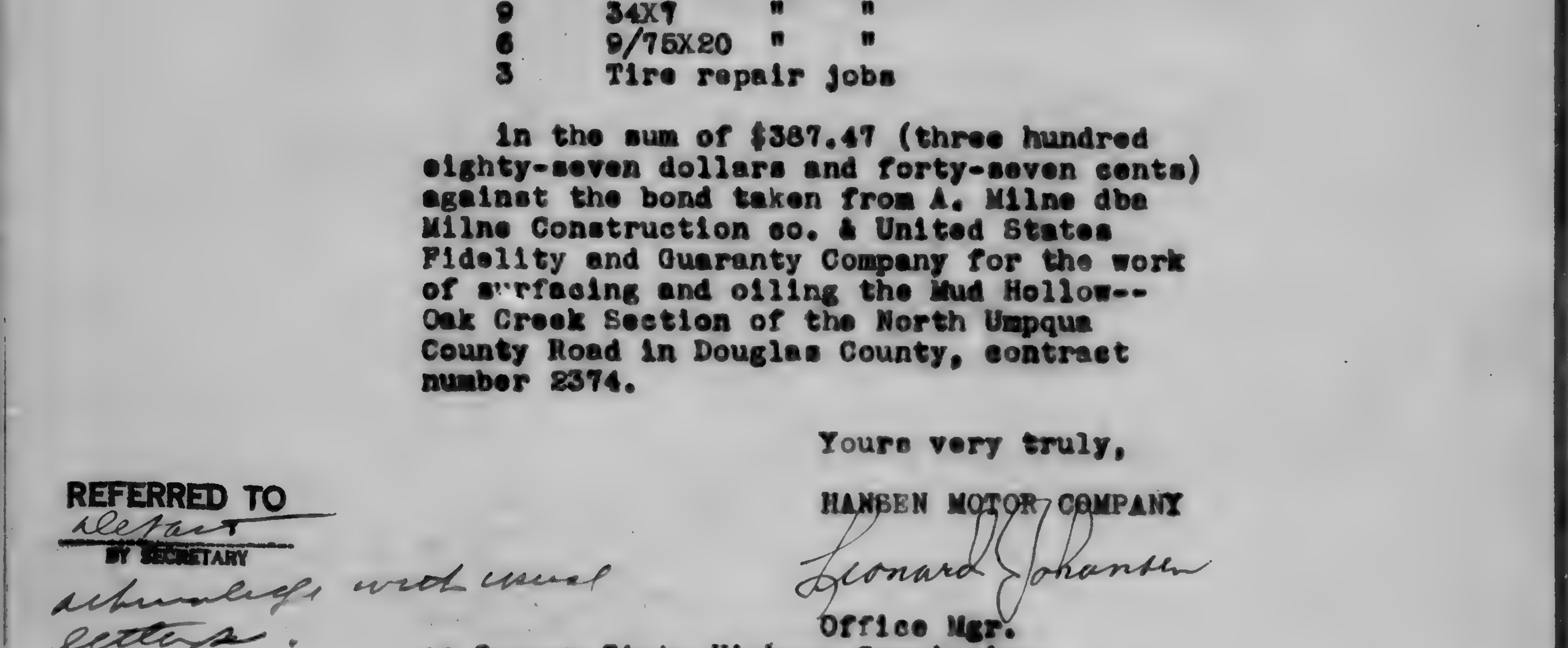
Leonard Johansen

Office Mgr.

REFERRED TO
Depart
BY SECRETARY

acknowledge with usual letters.

cc Oregon State Highway Commission
cc A. Milne dba Milne Construction Co.
cc United State Fidelity and Guaranty Co.


HANSEN MOTOR CO.
USED CARS
HANSEN MOTORS
TIRE DEPT.
U.S. TIRES
U.S
RECAPPING VULCANIZING
PAINT DEPT.
HANSEN MOTOR CO.

RECEIVED
NOV 2[illegible] 1941
FOR FILING

November 27, 1941

United States Fidelity & Guaranty Co.
Raymond C. Weiss, Agent
Bedell Building
Portland, Oregon

Gentlemen:

We have received through the office of the Secretary of State copies of a notice of claim, in the amount of $387.47, filed by the Hansen Motor Company against the bond taken from A. Milne for grading, surfacing and oiling the Mud Hollow-Oak Creek Section of the North Umpqua County Road, in Douglas County, being state highway contract No. 2374.

Inasmuch as you are surety for the contractor on this job, we hand you herewith, for your information and such action as is necessary, a copy of this notice of claim.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

MM

cc - A. Milne
7253 N. E. Broadway
Portland, Oregon

NOTED
D. [illegible]

November 27, 1941

Honorable Earl Snell
Secretary of State
Capitol Building

Dear Sir:

This acknowledges receipt of your letter of November 25, enclosing three copies of a Notice of Claim, in the amount of $387.47, filed by the Hansen Motor Company against the bond taken from A. Milne in connection with his contract with the State Highway Commission, No. 2374, for grading, surfacing and oiling on the Mud Hollow-Oak Creek Section of the North Umpqua County Road, in Douglas County.

We have noted this claim in our records of this job and will today forward to the contractor and his surety copies of the notice thereof.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

MM

NOTED
D. [illegible]. DeSart

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

November 25, 1941

Oregon State Highway Commission
Salem, Oregon

Gentlemen: Attention Mr. H.B.Glaisyer

There are enclosed for your information and files, three copies of a notice of claim by Hansen Motor Company for $387.47 against the bond taken from Milne Construction Company, principal, and U. S. Fidelity & Guaranty Co., surety, for work on the Mud Hollow-Oak Creek Section of the North Umpqua County Road, contract 2374, which was received and filed today. We note that a copy of this notice was sent to you and to the principal and surety on the bond.

Please acknowledge receipt of the copies in order to complete our files.

Very truly yours,

Earl Snell
Secretary of State

S FM
encs. 3

REFERRED TO
[illegible]
BY SECRETARY

prepare usual letter
[illegible]

HANSEN MOTOR COMPANY
Chevrolet

Hans T. Hansen, Owner

"First because it's Finest"

Oak and Stephens Sts.
Roseburg, Oregon

Nov. 24, 1941

Earl Snell
SEC. of State
Salem, Oregon

Gentlemen:

To Oregon State Highway Commission.

Notice hereby is given that the undersigned Hansen Motor Company has a claim as follows:

9	32X6	recap tires
9	34X7	" "
6	9/75X20	" "
3	Tire repair jobs	

in the sum of $387.47 (three hundred eighty-seven dollars and forty-seven cents) against the bond taken from A. Milne dba Milne Construction Co. & United States Fidelity and Guaranty Company for the work of surfacing and oiling the Mud Hollow—Oak Creek Section of the North Umpqua County Road in Douglas County, contract number 2374.

Yours very truly,

HANSEN MOTOR COMPANY

Leonard Johansen
Office Mgr.

cc Oregon State Highway Commission
cc A. Milne dba Milne Construction Co.
cc United States Fidelity & Guaranty Co.

Endorsed: File No. 3005
Filed Nov. 25, 1941
EARL SNELL, Secretary of State

RECEIVED
NOV 10 1941
FOR FILE

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

Stencil No. 8.

IN YOUR REPLY PLEASE
REFER TO FILE No.

FAS 14-C-1
23.74

November 7, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Final inspection of Oregon FAS 14-C (1), Mud Hollow-Oak Creek Section of the North Umpqua Highway ______, was made by a representative of this office on October 8, 1941.

Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Sr. Highway Engineer

Fio.

RECEIVED FOR FILING

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1
POST OFFICE BUILDING
PORTLAND, OREGON

RECEIVED
JUN 11 1941
STATE HIGHWAY COMMISSION

IN YOUR REPLY PLEASE REFER TO FILE No.

Stencil No. 124

Ore. FAS 14-C (1)
Mud Hollow-Oak Cr. Sec.
N. Umpqua Co. Road

FAS-14-C-1

June 10, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the ________________ project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By T. M. Davis
T. M. Davis
Sr. Highway Engineer

Encls.

Ken

[illegible]-10372

Form P. R. 2

State Oregon

Federal Aid Secondary Project No. FAS 14-C(1)

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 2nd day of May, 1941 by and between the Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Federal Works Administrator, hereinafter called the Administrator, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; particularly Section 7 of the Act approved June 16, 1936, 49 Stat. 1521 (Public No. 686, 74th Congress):

Whereas the Highway Department of said State submitted on the 31st day of August, 1940, a revised project statement, which was approved on the 24th day of September, 1940, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated for the administration of the Federal Highway Act, has furnished surveys, plans, specifications, and estimates for Section C(1) of said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 23d day of September 1940; and

Whereas the Administrator has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of fifteen thousand, three hundred seventy and no/100 dollars ($15,370.00) as the share of the United States payable under said act on account of Section C(1) of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Administrator do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State : Chap. 175, laws 1917; Chap. 31, laws 1920; (Include date and citation of act of legislature by which authorized)
Chap. 529, laws 1939.

(*b*) From other sources
(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 431+90, the easterly end of Section B(2) of said project, in the SW 1/4, Sec. 6, T. 27 S., R. 4 W., W. M. and survey station 497+00 in the NE 1/4, Sec. 31, T. 26 S., R. 4 W., W. M.

, length 1.240 miles, in Douglas County,

being Section C(1) of Oregon Federal Aid Secondary project No. FAS 14, consisting of

1.240 miles of roadway and no bridge~~s each~~ of more than 20 feet clear span, ~~of a mile in length~~.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Administrator or his agents, and in accordance with the laws of said State, the rules and regulations of the Administrator, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Administrator or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Administrator, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section S(1) of said project shall not in any event exceed the sum of fifteen thousand, three hundred seventy and no/100 dollars ($15,370.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of twenty-five thousand, one hundred eighty-three and 84/100 dollars ($25,183.84), the approved total estimated cost of Section S(1) of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Administrator shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Administrator after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

The Administrator reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 529, laws 1959.
(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Administrator on the ________ day of MAY 22 1941, 19____

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell
Chairman, State Highway Commission
(Title of officer)

By ________
Member, State Highway Commission
(Title of officer)

By ________
Member, State Highway Commission
(Title of officer)

By ________
____
(Title of officer)

By ________
____
(Title of officer)

FEDERAL WORKS ADMINISTRATOR,

By ________
Acting Commissioner of Public Roads.

Form PR. 3—Revised

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Agency as Federal Aid Secondary Project No. FAS 14-C(1) State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $25,183.84 as the total estimated cost of said project, and the sum of $15,370.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this ______ day of ______ one thousand nine hundred and MAY 22 1941

FEDERAL WORKS ADMINISTRATOR,

By H. J. O'Leary
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—10130

RECEIVED
MAY 15 1941
FOR FILING

FAS-14-C-1

May 7, 1941

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed two signed copies of project agreement for the Mud Hollow-Oak Creek Section, Project No. FAS 14-C(1).

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/PO

Encl.

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

APR

April 8, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Re: Oregon FAS 14-C(1), the Mudd Hollow-Oak Creek Section of the Umpqua Highway

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature and return to this office.

Enclosed is an approved copy of the detail estimate, upon which the agreement was based, together with approved copy of specifications.

The special provisions appear to be in error, on page 5, in stating the dimensions of the box culvert as 4' x 8'. The plans show the dimensions to be 4' x 6'.

Very truly yours,

W. H. LYNCH
District Engineer

by L. Caufield

Encls.

a

14-C-1

March 11, 1941

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

We are enclosing herewith seven copies of estimate as basis for project agreement for the Mud Hollow-Oak Creek Section, Project No. FAS 14-C (1).

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. FAS 14-C (1)

MUD HOLLOW-OAK CREEK SECTION OF THE
NORTH UMPQUA HIGHWAY IN DOUGLAS COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, February 18, 1941

All Required		Clearing and Grubbing		$ 500.00
140	cu. yds.	Structural Excavation, Unclassified	$1.50	210.00
80	cu. yds.	Trench Excavation, Unclassified	1.00	80.00
12,000	cu. yds.	General Excavation, Unclassified	0.30	3,600.00
9,000	yd. sta.	Overhaul	0.02	180.00
2,800	yd. mi.	Truck Haul	0.15	420.00
1.24	miles	Finishing Roadbed and Slopes	300.00	372.00
160	lin. ft.	12" Concrete Pipe	1.10	176.00
130	lin. ft.	18" Concrete Pipe	2.20	286.00
100	lin. ft.	36" Concrete Pipe	5.00	500.00
28	cu. yds.	Class "A" Concrete	30.00	840.00
4,700	lbs.	Metal Reinforcement	0.06	282.00
30	cu. yds.	Riprap	4.00	120.00
520	cu. yds.	Salvaging Surfacing Materials	0.75	390.00
6,800	cu. yds.	Gravel Subbase	0.30	2,040.00
60,000	yd. mi.	Hauling Gravel Subbase	0.08	4,800.00
1,700	tons	3/4" - 0" Crushed Gravel Base	2.00	3,400.00
60	cu. yds.	Filler	0.40	24.00
120	yd. mi.	Hauling Filler	0.15	18.00
410	M-gal.	Sprinkling	1.00	410.00
1.24	miles	Preparation of Base	100.00	124.00
938	tons	Furnishing and Placing Aggregates	2.80	2,626.40
54	tons	Furnishing and Placing 151-200 Asphalt	22.00	1,188.00
14	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	22.00	308.00
			Subtotal	$ 22,894.40
			10% Engr. & Cont.	2,289.44
			Total	$ 25,183.84

Length 1.240 miles
Cost per mile $ 20,309.54

FAS Funds- -	$ 15,370.00
State Funds- -	9,813.84
	$ 25,183.84

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939

State Funds for Maintenance: Chap. 529, laws 1939

September 12, 1940

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

We are enclosing herewith seven copies of estimate, three copies of right of way statement and one set of special provisions for the Mud Hollow-Oak Creek Section, Project No. FAS 14-C (1).

Five sets of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. FAS 14-C (1)

MUD HOLLOW-OAK CREEK SECTION OF THE NORTH UMPQUA HIGHWAY IN DOUGLAS COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, September 12, 1940

All Required		Clearing and Grubbing		$ 400.00
80	cu. yds.	Trench Excavation, Unclassified	$ 1.00	80.00
140	cu. yds.	Structural Excavation, Unclassified	1.00	140.00
12,000	cu. yds.	General Excavation, Unclassified	.25	3,000.00
9,000	yd. sta.	Overhaul	.01	90.00
2,800	yd. mi.	Truck Haul	.12	336.00
1.24	miles	Finishing Roadbed and Slopes	300.00	372.00
160	lin. ft.	12" Concrete Pipe	1.00	160.00
130	lin. ft.	18" Concrete Pipe	2.00	260.00
100	lin. ft.	36" Concrete Pipe	5.00	500.00
28	cu. yds.	Class "A" Concrete	25.00	700.00
4,700	lbs.	Metal Reinforcement	.06	282.00
30	cu. yds.	Riprap	2.00	60.00
520	cu. yds.	Salvaging Surfacing Materials	.60	312.00
6,800	cu. yds.	Gravel Subbase	.35	2,380.00
60,000	yd. mi.	Hauling Gravel Subbase	.09	5,400.00
1,700	tons	3/4" - 0" Crushed Gravel Base	1.70	2,890.00
60	cu. yds.	Filler	.40	24.00
120	yd. mi.	Hauling Filler	.20	24.00
410	M-gal.	Sprinkling	2.00	820.00
1.24	miles	Preparation of Base	100.00	124.00
938	tons	Furnishing and Placing Aggregates	3.00	2,814.00
54	tons	Furnishing and Placing 151-200 Asphalt	24.00	1,296.00
14	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	25.00	350.00
			Subtotal	$ 22,814.00
			10% Engr. & Cont.	2,281.40
			Total	$ 25,095.40

Length 1.240 miles
Cost per mile $ 20,238.22

FAS Funds- $ 15,310.00
State Funds- 9,785.40

$ 25,095.40

MUD HOLLOW-OAK CREEK SECTION

PROJECT NO. FAS 14-C (1)

All necessary right of way has been acquired for this project.

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

September 12, 1940

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

October 11, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon Federal Aid Secondary Projects Nos. FAS 14-C (1) and FAS 14-B (2), Mud Hollow-Oak Creek Section of the North Umpqua Highway, to A. Milne, Portland, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

By F. E. Andrews
F. E. Andrews
Sr. Highway Engineer

R

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FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

POST OFFICE BUILDING
PORTLAND, OREGON

Stencil No. 8

IN YOUR REPLY PLEASE
REFER TO FILE NO.

November 7, 1941

FAS 14-B-2

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Final inspection of Oregon FAS 14-B (2), Mud Hollow Section of the North Umpqua Highway, was made by a representative of this office on October 8, 1941. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Sr. Highway Engineer

RECEIVED
OCT 18 1941
FOR FILING

FAS 14-B-2

R

October 17, 1941

Honorable Earl Snell
Secretary of State
Capitol

Dear Sir:

This will acknowledge receipt of your letter of October 16, transmitting a claim, in the amount of $2,448.30, submitted by E. L. Rigdon against A. Milne, for work performed on his contract No. 2374 for grading, surfacing and oiling the Mud Hollow-Oak Creek Section of the North Umpqua County Road.

In accordance with our usual custom, we are bringing this claim to the attention of his surety, who is the United States Fidelity & Guaranty Company.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

DD/mm

NOTED
D. C. DeSart

October 17, 1941

United States Fidelity & Guaranty Co.
Raymond C. Weiss, Agent
Bedell Building
Portland, Oregon

Gentlemen:

We have today received notice from the Secretary of State that E. L. Rigdon has filed a claim, in the amount of $2,448.30, a copy of which is attached, against A. Milne and yourself, as surety, for work performed on contract No. 2374 for grading, surfacing and oiling the Mud Hollow-Oak Creek Section of the North Umpqua County Road.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

DD/mm

cc A. Milne
7253 N. E. Broadway
Portland, Oregon

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

RECEIVED
OCT 17 1941
[illegible] COMMISSION

October 16, 1941

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer

A letter has been received from E. L. Rigdon advising that he has a bill against A. Milne Construction Company for $2448.30 and I am enclosing a copy of it for your information.

Very truly yours,

Earl Snell
Secretary of State

S:FM
encl 1

COPY

E. L. RIGDON
Road Contractor
Days Creek, Oregon

Oct. 14, 1941

Earl Snell
Secretary of State
Salem, Oregon

Dear Sir:

We have a bill against A. Milne Construction Company in the amount of $2448.30 for work performed on his contract No. 2374, for grading, surfacing and oiling the Mud Hollow-Oak Creek Section of the North Umpqua County Road in Douglas County.

Yours very truly,

E. L. RIGDON
E. L. Rigdon

ELR:I

R

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OCT - 9 1941
FOR FILING

FAS 14-B-2

October 8, 1941

United States Fidelity & Guaranty Company
Raymond C. Weiss
Bedell Building
Portland, Oregon

Gentlemen:

We have been advised by Mr. E. L. Higdon, Days Creek, Oregon, that he has a claim against A. Milne and the United States Fidelity & Guaranty Company, in the amount of $2,448.30, for work performed on contract No. 2374, for grading, surfacing and oiling the Mud Hollow-Oak Creek Section of the North Umpqua County Road, in Douglas County.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

DOD:RS

cc A. Milne
7253 N. E. Broadway
Portland, Oregon

NOTED
D. C. DeSart

October 8, 1941

Mr. E. L. Rigdon
Days Creek, Oregon

Dear Sir:

This will acknowledge receipt of your letter of October 7, advising us of your claim in the amount of $2,448.30, against A. Milne, for work performed on his contract No. 2374, for grading, surfacing and oiling the Mud Hollow-Oak Creek Section of the North Umpqua County Road, in Douglas County.

In accordance with our usual custom, your claim is being brought to the attention of Mr. Milne's surety, with a carbon copy to Mr. Milne.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

DGD:RS

RECEIVED
- 1941

E. L. RIGDON
Road Contractor
~~DAYS CREEK, OREGON~~
DAYS CREEK, OREGON

Oct. 7, 1941

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

We have a bill against A. Milne Construction Company in the amount of $2448.30, his Mud Hollow-Oak Creek Section job on the North Umpqua County Road in Douglas County.

Yours truly,

E. L. Rigdon
E. L. Rigdon

ELR:I

REFERRED TO
DeHart
BY SECRETARY

prepare usual letter +
note on card

HBS

R

Form E-1—6M—4-41

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

FAS 14-B-2

For Week Ending Oct. 4, 1941., 19

Section Mud Hollow- Oak Creek

Kind of work Grade, Surface, Oil

Highway North Umpqua County Road

Section prefix 210 - 1024

Contractor A. Milne

Contract number 2374

Date of contract Oct. 12, 1940, 19

Date of completion July 31, 1941., 19

Date work started Oct. 17, 1940, 19

Estimated date of completion , 19

Amount of contract $27,774.00

Per cent of time elapsed 351/292 120 %

Estimated cost of completed project, exclusive of engineering $27,774.00

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date, $1,775.00, 6.4 %

Date project was completed Oct. 1, 1941., 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor completed clean-up work on slopes, ditches and shoulders on Wednesday, Oct. 1. All wofk completed on this project on that date. ✓

OCT 6 - 1941

Signed Paul L. Hall Res. Eng.

Address Roseburg, Oregon.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	1.24	1.65		1.65	
Miles partially completed					
Miles completed	1.24	1.65		1.65	
Total estimated quantities	12,000 C.Y.	13,000 C.Y.		90 T	
Estimated quantities moved or placed to date	12,000 C.Y.	13,000 C.Y.		87 T.	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day				1	
Hours per shift				8	
Average force on project for week				4	

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men	4						
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders 2, Rollers 1, Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear		
Monday	"		
Tuesday	"		
Wednesday	Rain		
Thursday	Clear		
Friday	"		
Saturday	Rain		

STATE PRINTING DEPT.

RECEIVED
SEP 23 1941
FOR FILING

FAS 14-B-2

September 22, 1941

Hansen Motor Company
Oak & Stephens Streets
Roseburg, Oregon

Attention: Leonard Johansen

Gentlemen:

Reply is made to your letter of September 18 directed to Earl Snell, Secretary of State, inquiring as to the surety on the bond furnished by Milne Construction Company in connection with its contract with the State Highway Commission for roadway construction between Roseburg and Glide.

I believe the contract you have in mind is state highway contract No. 2374 for grading, surfacing and oiling the Mad Hollow--Oak Creek Section of the North Umpqua County Road, in Douglas County. The contract was awarded to A. Milne, an individual. The bond furnished in connection with this contract was written by the United States Fidelity and Guaranty Company for whom Raymond C. Weiss is resident agent with offices in the Bedell Building, Portland.

I would suggest that you file notice of your claim with the bonding company and also file an affidavit of your claim with the Secretary of State in accordance with the provisions of Chapter 517, Oregon Laws, 1939, a mimeographed copy of which is inclosed. If you do not secure satisfaction, you still have recourse to action in the courts.

Very truly yours,

HBG:AN

Secretary

hone 446

Hansen MOTOR Company
Chevrolet

"First because it's Finest"

Hans T. Hansen, Owner

OAK AND STEPHENS STS.
ROSEBURG, OREGON

RECEIVED
SEP 20 1941
OREGON
STATE HIGHWAY COMMISSION

#2224

Sept 18, 1941

Earl Snell
Sec. of State
Salem, Oregon

Gentlemen:

We were advised that you could probably tell us who is the bonding Company for the Milne Construction Company of Portland, Oregon.

They now have a contract on the Road between Roseburg and Glide.

In the event that you can give us the desired information, please advise what is necessary for us to file claim for tires and repairs and how much time we have to do it in.

ANSWERED
H. B. [illegible]

Yours very truly,

HANSEN MOTOR COMPANY

Leonard Johnson

September 19,1941

Respectfully referred to the State Highway Commission for attention.

STATE DEPARTMENT

HANSEN MOTOR CO.
OK USED CARS
HANSEN MOTORS
TIRE DEPT.
U.S.
TIRES
RECAPPING
VULCANIZING
PAINT DEPT.
HANSEN MOTOR CO.

R

RECEIVED
OCT 30 1941
FOR FILING

FAS-14-B-2

October 30, 1941

U. S. Fidelity & Guaranty Company
Raymond C. Weiss, Agent
Bedell Building
Portland, Oregon

Gentlemen:

We have received, through the office of the Secretary of State, copies of a notice of claim by E. L. Rigdon, in the amount of $2,448.30, against A. Milne Construction Company, for work on the Mud Hollow-Oak Creek Section of the North Umpqua County Road, in Douglas County, being contract No. 2374.

Inasmuch as you are surety for the contractors on this job, we hand you, herewith, for your information and such action as is necessary, a copy of this notice of claim.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

MS

cc - A. Milne
7253 N. E. Boradway
Portland, Oregon

NOTED
D [illegible] DeSart

October 30, 1941

Honorable Earl Snell
Secretary of State
Salem, Oregon

Dear Sir:

This acknowledges receipt of your letter of October 29, 1941, enclosing three copies of a notice of claim by E. L. Rigdon, in the amount of $2,448.30, against A. Milne Construction Company, for work on the Mud Hollow-Oak Creek Section of the North Umpqua County Road, in Douglas County, being contract No. 2374.

We have noted this claim in our records of this job and will today forward to the contractor and his surety copies of the notice thereof.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

RS

NOTED
D [illegible]. DeSart

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

October [illegible]

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

There are enclosed for your information and files, three copies of a notice of [illegible] [illegible] for $[illegible] against the bond taken from [illegible] Construction Company, principal, and U. S. Fidelity & Guaranty Co., surety, for work on the [illegible] Creek section of the [illegible] County road which was [illegible].

Please acknowledge receipt of these copies [illegible] that our files may be complete.

Very truly yours,

Earl Snell

Secretary of State

[illegible]
Encl 3

REFERRED TO
[illegible]
BY SECRETARY

prepare usual letters

COPY

E. L. RIGDON
Contractor
Days Creek, Ore.
Oct. 27, 1941

Earl Snell
Secretary of State
State of Oregon
Salem, Oregon

Dear Sir:

Notice hereby is given that the undersigned, E. L. Rigdon, has a claim for Cat and Buggy Rental by the hour, in the sum of $2448.30, against the bond taken from the United States Fidelity and Guaranty Company and A. Milne Construction Company for the work of grading, surfacing and oiling the Mud Hollow-Oak Creek Section of the North Umpqua County Road in Douglas County.

Yours truly,

E. L. RIGDON
E. L. Rigdon

ELR:I

Endorsed: File No. 3003
Filed October 29, 1941
EARL SNELL,

RECEIVED
1941
FOR FILING

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

FAS 14-B-2

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

Stencil No. 124

May 6, 1941

IN YOUR REPLY PLEASE REFER TO FILE No. Oregon FAS 14-B (2)
Mud Hollow-Oak Creek Section
N. Umpqua County Road

RECEIVED
MAY 6 - 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the ________________ project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield

L. J. Caufield
Sr. Highway Engineer

Encls.

WPA + PR-9913

Form P. R. 2

State Oregon

Federal Aid Secondary Project No. FAS 14-B(2)

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 4th day of April, 1941

by and between the Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Federal Works Administrator, hereinafter called the Administrator, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto, particularly Section 7 of the Act approved June 16, 1936, 49 Stat. 1521 (Public No. 686, 74th Congress);

Whereas the Highway Department of said State submitted on the 31st day of August, 1940, a revised project statement, which was approved on the 26th day of September, 1940, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated for the administration of the Federal Highway Act, has furnished surveys, plans, specifications, and estimates for Section B(2) of said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 23d day of September 1940; and

Whereas the Administrator has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of three thousand, two hundred eighty and no/100 dollars ($3,280.00) as the share of the United States payable under said act on account of Section B(2) of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Administrator do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State : Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1959. (Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 410+00 and survey station 431+50 (the westerly end of Section C(1) of said project), all in the SW 1/4, Sec. 4, T. 27 S., R. 4 W., W. M.

, length 0.407 of a mile, in Douglas County, being Section B(2) of Oregon Federal Aid Secondary project No. FAS 14, consisting of 0.407 of a mile of roadway and no bridge of more than 20 feet clear span, [illegible].

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Administrator or his agents, and in accordance with the laws of said State, the rules and regulations of the Administrator, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Administrator or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Administrator, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section B(2) of said project shall not in any event exceed the sum of three thousand, two hundred eighty and no/100 dollars ($3,280.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of five thousand, three hundred sixty-seven and 56/100 dollars ($5,367.56), the approved total estimated cost of Section B(2) of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Administrator shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Administrator after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

The Administrator reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 329, laws 1939.

(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Administrator on the ____________ day of APR 17 1941, 19____

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell
Chairman, State Highway Commission
(Title of officer)

By [illegible] M. Clark
Member, State Highway Commission
(Title of officer)

By Herman Oliver
Member, State Highway Commission
(Title of officer)

By ____________
____
(Title of officer)

By ____________
____
(Title of officer)

FEDERAL WORKS ADMINISTRATOR,

By H. J. O'Leary
Acting Commissioner of Public Roads.

Form PR. 3—Revised

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Agency as Federal Aid Secondary Project No. FAS 14-B(2) State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $5,367.56 as the total estimated cost of said project, and the sum of $3,200.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this .... day of .... one thousand nine hundred and APR 17 1941

APR 25 1941

FEDERAL WORKS ADMINISTRATOR,

By H. J. O'Leary
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—10130

RECEIVED
APR 9 1941
FOR FILING

FAS 14-B-2

April 7, 1941

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

We are enclosing herewith two signed copies of project agreement for the Mud Hollow Section, Project No. FAS 14-B (2).

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

RECEIVED
[illegible] 9 1941
FOR FILING

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

FAS 14-B-2
(Stencil #28)

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

IN YOUR REPLY PLEASE
REFER TO FILE No. Oregon FAS 14-B(2),
Mud Hollow Sec.of North Umpqua
Highway

April 1, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature and return to this office.

Enclosed is an approved copy of the detail estimate, upon which the agreement was based, together with approved copy of specifications.

Very truly yours,

W. H. LYNCH
District Engineer

By LJCaufield
L. J. Caufield
Sr.Highway Engineer

a

14-15-2

March 11, 1941

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

We are enclosing herewith seven copies of estimate as basis for project agreement for the Mud Hollow Section, Project No. FAS 14-B (2).

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. FAS 14-B (2)

MUD HOLLOW SECTION OF THE
NORTH UMPQUA HIGHWAY IN DOUGLAS COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, February 18, 1941

Roadway (Sta. 410+00 to 431+50)

180	cu. yds.	Salvaging Surfacing Materials	$ 0.75	$ 135.00
2,000	cu. yds.	Gravel Subbase	0.30	600.00
19,000	yd. mi.	Hauling Gravel Subbase	0.08	1,520.00
550	tons	3/4" - 0" Crushed Gravel Base	2.00	1,100.00
20	cu. yds.	Filler	0.40	8.00
40	yd. mi.	Hauling Filler	0.15	6.00
140	M-gal.	Sprinkling	1.00	140.00
0.41	mile	Preparation of Base	100.00	41.00
302	tons	Furnishing and Placing Aggregates	2.80	845.60
18	tons	Furnishing and Placing 151-200 Asphalt	22.00	396.00
4	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	22.00	88.00
			Subtotal	$ 4,879.60
			10% Engr. & Cont.	487.96
			Total	$ 5,367.56

Length 0.407 mile
Cost per mile $ 13,188.10

FAS Funds Requested- -	$ 3,280.00
State Funds- -	2,087.56
	$ 5,367.56

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

September 12, 1940

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

We are enclosing herewith seven copies of estimate, three copies of right of way statement and one set of special provisions for the Mud Hollow Section, Project No. FAS 14-B(2).

Five sets of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. FAS 14-B (2)

MUD HOLLOW SECTION OF THE
NORTH UMPQUA HIGHWAY IN DOUGLAS COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, September 12, 1940

Roadway (Sta. 410+00 to 431+50)

180	cu. yds.	Salvaging Surfacing Materials	$ .60	$ 108.00
2,000	cu. yds.	Gravel Subbase	.35	700.00
19,000	yd. mi.	Hauling Gravel Subbase	.09	1,710.00
550	tons	3/4" - 0" Crushed Gravel Base	1.70	935.00
20	cu. yds.	Filler	.40	8.00
40	yd. mi.	Hauling Filler	.20	8.00
140	M-gal.	Sprinkling	2.00	280.00
0.41	mile	Preparation of Base	100.00	41.00
302	tons	Furnishing and Placing Aggregates	3.00	906.00
18	tons	Furnishing and Placing 151-200 Asphalt	24.00	432.00
4	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	25.00	100.00
			Subtotal	$ 5,228.00
			10% Engr. & Cont.	522.80
			Total	$ 5,750.80

Length 0.407 mile
Cost per mile $ 14,129.72

FAS Funds Requested- -	$ 3,510.00
State Funds- -	2,240.80
	$ 5,750.80

MUD HOLLOW SECTION

PROJECT NO. FAS 14-B (2)

All necessary right of way has been acquired for this project.

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

September 12, 1948

RECEIVED
[illegible]
FOR FILING

FAS 14-B-2

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem
November 8, 1940

Subject:

To:

Mr. R. B. Sipprell,
Office Engineer
State Highway Department
Roseburg, Oregon

Dear Sir:

Replying to your memo of November 6, to Mr. Probert, I am pleased to advise that A. Milne's copy of State Highway Contract No. 2374, covering the Mud Hollow-Oak Creek Section of North Umpqua County Road, was expressed to him yesterday, November 7.

Yours very truly,

DD:MC

Secretary

NOTED
D. G. DeSart

FORM E-30 REVISED 25M 5-40

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
Nov. 6, 1940

RECEIVED
NOV 7 1940
OFFICE OF
CONST[illegible]

Subject:

To:

S. H. Probert
Office Engineer

Dear Sir:

The local foreman for A. Milne advises the Portland Office has not yet received its copy of contract 2374, Mud Hollow-Oak Creek Section, North Umpqua County Road.

Very truly yours,

K. D. LYTLE
Division Engineer

By: R. B. Sipprell
Office Engineer

rbs;g

RECEIVED
NOV 8 1940
FOR FILING

FAS. 14-B-2

November 7, 1940

Mr. A. Milne,
7253 N. E. Broadway
Portland, Oregon

Dear Sir:

We are sending to you today, by express, one fully executed copy of State Highway Contract No. 2374 which was awarded to you on October 11, 1940, to cover the grading, surfacing and oiling of the Mud Hollow-Oak Creek Section of the North Umpqua County Road, in Douglas County.

This copy of the contract is for your records and files.

Yours very truly,

HBG:MC Secretary

NOTED
D. G. DeSart

File N-B-2

RECEIVED
OCT 22 1940
FOR FILING

UNITED STATES FIDELITY AND GUARANTY COMPANY
PORTLAND OFFICE
1112 BEDELL BUILDING, PORTLAND, OREGON
TELEPHONE: ATWATER 8511

MORRISON K. SPROTT
Manager

JOSEPH A. BOYCE
Superintendent of Claims

October 19, 1940

Oregon State Highway Commission
Salem
Oregon

Gentlemen:

We have countersigned and forwarded to you today, under separate cover, four copies of the contract and bond in the amount of $27,774.00 for A. Milne on Contract No. 2374, North Umpqua County Road, Mud Hollow Oak Creek Section, Douglas County, Oregon.

Very truly yours,

Supt. Surety Dept.

RCW/k

Received
10-22 40
W. G. D.

FORM E-123X 10M 6-40

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN
PORTLAND
HURON W. CLOUGH, MEMBER
CANYONVILLE
HERMAN OLIVER, MEMBER
JOHN DAY

RECEIVED
OCT 18 1940
FOR FILING

FAS 14-B-2

OREGON
STATE HIGHWAY COMMISSION

R. H. BALDOCK, CHIEF ENGINEER
C. B. McCULLOUGH, ASS'T CHIEF ENGINEER
J. M. DEVERS, CHIEF COUNSEL
H. B. GLAISYER, SECRETARY

SALEM

IN REPLY PLEASE
REFER TO FILE No.

October 16, 1940

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Attention: Mr. T. M. Davis

Dear Sir:

Herewith three copies of maintenance and right of way agreement executed by the County Court of Douglas County and the State Highway Commission, for 1.24 miles of the North Umpqua County Road in Douglas County, Project FAS 14-B (2), C (1). Three copies of resolution relative to encroachments and traffic for the same project are also enclosed.

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

Oscar Cutler
Asst. Office Engineer

Mr Nash

OC:ME

Encl.

Jea

RECEIVED
OCT 17 1940
FOR FILING

EAS 14-13-2

October 16, 1940

Mr. A. Milne
7253 N. E. Broadway
Portland, Oregon

Dear Sir:

We are sending you today byexpress four copies of Contract No. 2374 which was awarded to you by the State High-Commission on October 11, 1940, covering the surfacing and oiling of the North Umpqua County Road (Mud Hollow-Oak Creek Section), in Douglas County.

Kindly execute all four copies of this contract as to agreement and bond and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 6 (page 15) of the printed General Provisions, relating to the Workmen's Compensation Act. You will be expected to accept the terms of this act and to carry on your work under this contract in strict conformance therewith.

Your attention is also called to the paragraph on the same page, relating to paymeny by the contractor of amounts due hospital associations, et cetera.

Very truly yours,

STATE HIGHWAY COMMISSION
By

NOTED
D. G. DeSart

Secretary

[illegible]

RECEIVED
OCT 15 1940
FOR FILING

FAS 14-B-2

October 14, 1940

Mr. A. Milne
7253 N. E. Broadway
Portland, Oregon

Dear Sir:

The State Highway Commission on October 11, 1940, awarded you the contract for 1.24 miles grading and 1.65 miles surfacing and oiling on the Mud Hollow-Oak Creek Section of the North Umpqua County Road, in Douglas County. This award was based on your low bid of $27,774.00 submitted on that date.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

STATE HIGHWAY COMMISSION

By

AM Secretary

cc - S. H. Probert
G. S. Paxson

RECEIVED
SEP 25 1940
FOR FILING

FAS 14-B-

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

September 23, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S. & E. documents for Oregon Federal Aid Secondary Project No. FAS 14-B (2), Mud Hollow Section of the North Umpqua Highway, have today been recommended for approval, subject to final review and approval by the Commissioner of Public Roads. This is your authority to advertise for bids.

Very truly yours,

W. H. LYNCH
District Engineer

By: F E Andrews
F. E. Andrews
Sr. Highway Engineer

RECEIVED
SEP 25 1940
FOR FILING

FAS 14-C-1

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

September 23, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S. & E. documents for Oregon Federal Aid Secondary Project No. FAS 14-C (1), Mud Hollow-Oak Creek Section of the North Umpqua Highway, have today been recommended for approval, subject to final review and approval by the Commissioner of Public Roads. This is your authority for advertising.

Concurrence in award of contract will be withheld pending approval of the revised project statement.

Very truly yours,

W. H. LYNCH
District Engineer

By F. E. Andrews
F. E. Andrews
Sr. Highway Engineer

CONTRACT # [redacted] 2375

FA 44-5 Blalock-Lang Canyon Sec., 1940
Columbia River Hwy.
#2375

RECEIVED
FEB 3 1942
FOR FILING

44-5

February 2, 1942

Mr. S. Murrey, Resident Agent,
Union Pacific Railroad Company
Portland, Oregon

Dear Sir:

In reply to your inquiry of January 30, 1942, we advise that Roy L. Houck's contract No. 2375, which is for construction of the Blalock-Lang Canyon Section of the Columbia River Highway, in Gilliam County, was completed on May 27, 1941, and was accepted by the State Highway Commission on June 13, 1941.

Very truly yours,

DD:AM

Secretary

NOTED
D. DeSart

Form 3010
8-41-9M

UNION PACIFIC RAILROAD COMPANY

OPERATING DEPARTMENT

S. MURRAY,
RESIDENT ENGINEER

PORTLAND, OREGON

January 30, 1942

Mr. R. H. Baldock
Chief Engineer
State Highway Commission
Salem, Oregon

Dear Sir:

Our records show that the State entered into a contract with Roy L. Houck on October 11, 1940, for certain highway work on the Blalock-Lang Canyon section of the Columbia River Highway in Gilliam County, Oregon. Will you please advise the date of completion and the date of acceptance of the work covered by this contract, this information being desired in connection with release of the bond which this contractor furnished the Railroad Company.

Yours truly,

S Murray

S MURRAY

[illegible]
[illegible] 31 1942
[illegible]

R

RECEIVED
OCT 31 1941
FOR FILING

44-5

October 30, 1941

Mr. D. E. Nichols
District Credit Supervisor
Union Oil Company of California
Yeon Building
Portland, Oregon

Dear Sir: Attention W. S. Newton, Jr.

Reply is made to your letter of the 27th instant regarding payment of the final estimate in connection with Roy L. Houck's contract No. 2375 for grading, surfacing and bituminous macadam on the Blalock-Lang Canyon Section of the Columbia River Highway, in Gilliam County.

Investigation reveals that the final voucher, in the amount of $3,479.11, was received back from Mr. Houck yesterday. It is now in process of approval by individual members of the State Highway Commission. As soon as two Commissioners have signed the voucher, it will immediately be sent to the Secretary of State for issuance of the warrant to cover, and I anticipate that the warrant will be ready to deliver to Mr. Houck some time within the next two weeks.

You gave as your understanding that the State Highway Commission will not have enough money available to pay this voucher until the 10th of November. Your assumption is erroneous, because there is plenty of money in the State Highway fund. The only thing is that before it can be disbursed we must have the signatures of at least two members of the State Highway Commission. It takes a little longer to get these signatures in between regular meetings of the Highway Commission, because we have to send them to the individual members of the Commission through the mail.

We use the mails for this purpose so as to avoid unnecessary delay in making payments such as would occur if we held the vouchers for the regular meetings of the Commission.

Thanking you for your inquiry, I remain

Very truly yours,

HBG:NS

Secretary

al voucher $3,479.11 mailed to contractor 10-7-41 returned 10-28-41. Will probably take until about 11-10-41 for warrant to be made up and mailed.

DBQ

California

N

27, 1941

Oregon State Highway Commission
Salem
Oregon

Mr. H. B. Glaisyer, Secretary

Gentlemen:

ROY L. HOUCK
Contract 2375

We understand that a final voucher has been issued Mr. Houck in connection with this contract but that no money will be available to pay the voucher until about the tenth of next month. We would appreciate your telling us if this information is correct, and should final settlement have been made we would like to know when the warrant was issued and mailed to Mr. Houck.

Thank you.

Yours very truly

D. E. NICHOLS
District Credit Supervisor

By: W S Newton Jr

WSN:EAC

ANSWERED
H. B. GLAISYER

FORM 401 P

Union Oil Company of California

YEON BUILDING
PORTLAND, OREGON

October 27, 1941

Oregon State Highway Commission
Salem
Oregon

Mr. H. B. Glaisyer, Secretary

Gentlemen:

ROY L. HOUCK
Contract 2375

We understand that a final voucher has been issued Mr. Houck in connection with this contract but that no money will be available to pay the voucher until about the tenth of next month. We would appreciate your telling us if this information is correct, and should final settlement have been made we would like to know when the warrant was issued and mailed to Mr. Houck.

Thank you.

Yours very truly

D. E. NICHOLS
District Credit Supervisor

By: WS Newton Jr

WSN:EAC

ANSWERED
H. B. GLAISYER

FORM 401 P

RECEIVED
OCT - 3 1941
FOR FILING

44-5

R

October 2, 1941

Great American Indemnity Company
G. A. Tomassene, Agent
Wilcox Building
Portland, Oregon

Gentlemen:

You are hereby notified that state highway contract No. 2375 for work on the Blalock-Lang Canyon Section of the Columbia River Highway, in Gilliam County, has been completed by the contractor, Roy L. Houck, 212 United States National Bank Building, Salem, Oregon, and that final settlement will be made on or after October 12, 1941.

There are claims filed against this project, of which you have been previously notified, aggregating $1,116.19.

This notice is served upon you since you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractor in connection with this contract will be $118,963.74, including final payment, of which $644.65 is for force account work. This contract was completed on May 27, 1941, and accepted June 13, 1941.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

MM

NOTED

RECEIVED
SEP 30 1941
FOR FILING

44-5

September 23, 1941

Morris Bros.
702 Hoge Building
Seattle, Washington

Gentlemen:

This is to acknowledge receipt of your letter of September 19 and advise that contract No. 2375, with Roy L. Houck, for grading, surfacing and bituminous macadam construction, on the Blalock-Lang Canyon Section of the Columbia River Highway, in Gilliam County, was completed on May 27, 1941, and accepted by the State Highway Commission on June 13, 1941.

Final payment has not yet been made to the contractor.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

RS

REFERRED TO
BY SECRETARY

NOTED

E. NORRIS
BURLINGTON, WASH.

S. M. NORRIS
703 HOGE BLDG., SEATTLE

NORRIS BROTHERS
GENERAL CONTRACTORS

RECEIVED
SEP 22 1941
STATE HIGHWAY COMMISSION

September 19th, 1941

State Highway Commission,
Salem, Oregon

Gentlemen:-

Will you please inform me the date of the final on State Job #2375, contractor Roy L. Houck.

Thanking you, we remain

Very truly yours,

Blalock - Long Canyon complete May, 31

SN:LL

Sept. 9 oil invoices

R

Norris Bros

Referring to your letter of Sept. 19th in regard to state contract # 2375 with Roy L. Houck.

The final estimate has not been prepared for this contract ~~pending~~ receipt of oil invoices required as supporting data for the final records.

By

Secretary

DGD:RS

R

RECEIVED
AUG 30 1941
FOR FILING

44-5

August 29, 1941

Union Oil Company of California
Yeon Building
Portland, Oregon

Attention D. G. von der Hellen

Gentlemen:

This will acknowledge receipt of your letter of August 27 and advise that contract No. 2375, with Roy L. Houck, for grading, surfacing and bituminous macadam construction on the Blalock-Lang Canyon Section of the Columbia River Highway, was completed May 27, 1941, and accepted by the Commission June 13, 1941. Final payment has not yet been made.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

DGD:RS

Union Oil Company of California

YEON BUILDING
PORTLAND, OREGON

RECEIVED
AUG 29 1941
STATE HIGHWAY COMMISSION

August 27, 1941

Oregon State Highway Commission
Salem
Oregon

Gentlemen:

ROY HOUCK
Oregon State Highway Contract #2375

According to information obtained from your office December 2, 1940, this contract was set for completion August 31, 1941. We would like very much to know if the contract has been officially accepted by your Department yet and if so what the acceptance date was.

If it has not been accepted yet possibly you can give us some idea when you anticipate that it will be. You will find our business reply envelope enclosed.

Thanks very much.

Yours very truly

D. E. NICHOLS
District Credit Supervisor

By: D. G. van der Hellen

DvH:EAC
Enclosure

REFERRED TO
[illegible]
BY SECRETARY

Prepare reply

FORM 401 P

RECEIVED

R

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

RECEIVED
AUG - 9 1941
STATE HIGHWAY COMMISSION

Stencil No. 3.

POST OFFICE BUILDING
PORTLAND, OREGON

IN YOUR REPLY PLEASE
REFER TO FILE NO.

44-5

August 7, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Final inspection of Oregon SN-FAP 44 (5), Blalock-Lang Canyon Section of the Columbia River Highway, was made by a representative of this office on July 11, 1941. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Sr. Highway Engineer

Iron

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JUL 25 1941
FOR FILING

44-5

July 23, 1941

Mr. Sam Murray
Resident Engineer
Union Pacific Railroad Company
Portland, Oregon

Dear Sir:

This will acknowledge receipt of a carbon copy of your letter of July 21, to Roy L. Houck, requesting payment, for flagging service near Arlington, during January and February, 1941, of two bills totalling $716.49.

We presume that this work was performed in connection with Mr. Houck's contract No. 2375 for grading, surfacing and bituminous macadam construction on the Blalock-Long Canyon Section of the Columbia River Highway, in Gilliam County.

We note that you have called this to the attention of Mr. Houck's surety on this contract. Thank you for calling it to our attention.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

DOD:MS

NOTED
D. . DeSart

Form 8010

UNION PACIFIC RAILROAD COMPANY

OPERATING DEPARTMENT

S. MURRAY,
RESIDENT ENGINEER

PORTLAND, OREGON

July 21,1941

Mr.Roy L.Houck,
212 U S National Bank Bldg,
Salem,Oregon

Dear Sir:

Our Auditor has referred to me copies of bills Audit Numbers 35026 and 40588,for $434.77 and $281.72, respectively, against yourself,for the cost of flagging service near Arlington,Oregon, during January and February, 1941. He advises he has had no response to two communications requesting settlement of these bills.

This expense was incurred in connection with clearing and repairing tracks at MP 131 near Blalock,Oregon, due to rocks falling on the track as result of your operations.

I will be pleased if you will let me have checks at your earliest convenience covering these two bills.

I am sending copy of this letter to the State Highway Department and to your bonding company.

Yours very truly,

S MURRAY
S Murray

2375

CC Mr.R.H.Baldock,Chf Engr;
State Highway Commission,
Salem,Oregon

Great American Indemnity Co.,
614 Wilcox Bldg,Portland,Ore.

Mr.F.P.Briscoe
Mr.T.J.Dowd

See [illegible]
note on card
[illegible] acknowledged
HHB

SHIP AND TRAVEL BY RAIL

RC-3 Asphalt 853.16 38.78 22.00 20.00 [illegible].60

44-5

RECEIVED
[illegible] 1 1941

July 21st, 1941

NOTED
State Highway Engineer.

R

COST ANALYSIS-FINAL REPORT
Columbia River Highway, Blalock-Lang Canyon Section
Roy L. Houck, Contractor
E. G. Bickmore, Resident Engineer

Item	Cost	Quantity	Unit Cost	Unit Bid	Gross Revenue
Clearing & Grubbing	$250.00	100%		$2,500	$2,500.00
Trench Excavation	170.70	113.8 Cu. Yd.	$1.50	$2.00	227.60
General " , Common	10,817.71	51,512.9 " "	0.21	0.40	20,605.16
" " , Solid Rock	50,306.19	103,724.1 " "	0.485	0.40	41,489.64
Special Borrow	15,317.43	69,624.7 " "	0.22	0.15	10,443.71
Overhaul	5,117.62	255,881 Yd. Sta.	0.02	0.01	2,558.81
Truck Haul	1,776.08	22,201 Yd. Mi.	0.08	0.10	2,220.10
Rounding Cutbanks	436.44	3,637 Lin. Ft.	0.12	0.06	218.22
Finishing Roadbed & Slopes	1,820.00	2.80 Miles	650.00	300.00	840.00
12" Concrete Pipe	37.80	42 Lin. Ft.	0.90	1.00	42.00
18" " "	254.40	159 " "	1.60	2.40	381.60
24" " "	95.55	39 " "	2.45	3.35	130.65
48" Corr. Metal Pipe	448.00	56 " "	8.00	7.50	420.00
Guard Rail	1,830.40	2,080 " "	0.88	1.25	2,600.00
Gravel Subbase	4,514.06	18,808.6 Cu. Yd.	0.24	0.16	3,761.72
Hauling Gravel Subbase	2,797.12	34,964.0 Yd. Mi.	0.08	0.08	2,797.12
Salvaging Surf. Mat'ls.	1,595.44	3,256 Cu. Yd.	0.49	0.25	814.00
1"-0 Rock in Shldrs.	3,220.11	2,090.98 " "	1.54	1.50	3,136.47
Sprinkling	809.10	558 M-Gal.	1.45	1.50	837.00
Preparation of Base	285.60	2.80 Miles	102.00	100.00	280.00
Furnishing & Placing Mineral Aggregate	12,781.18	5,438.8 Tons	2.35	2.50	13,597.00
Furnishing & Placing 121-150 Asphalt	4,937.46	224.43 "	22.00	22.00	4,937.46
Furnishing & Placing RC-3 Asphalt	853.16	38.78	22.00	20.00	775.60

Blalock-Lang Canyon Cost Analysis

Item	Cost	Quantity	Unit Cost	Unit Bid	Gross Revenue
Structural Excavation	$227.70	151.8 Cu. Yd.	$1.50	$1.00	$151.80
Class "A" Concrete	1,089.08	55.85 " "	19.50	20.00	1,117.00
Metal Reinforcement	418.61	7,611 Lbs.	0.055	0.05	380.55
PA #1, Extra St. Metal Pipe	693.50	190 Lin. Ft.	3.65	3.80	722.00
PA #2, Furnish Min. Agg. to Contractor 1¼"-3/4" from Stockpile	83.74	83.74 Cu. Yd.	1.00	Deducted	- 83.74
3/4"-½" from S.P.	187.15	111.4 " "	1.68	"	- 187.15
PA #3, Purchase, Bbl'g. & Hauling Asphalt	697.35	37.92 Tons	18.39		697.35
Force Account	612.42				644.65
	$124,481.10				$119,056.32

Total Cost	$124,558.66
Gross Revenue	119,056.32
Net Loss	$5,502.34

Net Loss Equals 4.6% of Gross Revenue

Blalock-Lang Canyon

Labor:

Supervision	$2,764.60	
Labor	43,031.47	
State Industrial Accident Insurance	2,976.74	
Social Security & Unemployment Insurance	1,831.84	
		$50,604.65

Materials:

12" Concrete Pipe	42	lin. ft.	at	$0.58	$24.36	
18" " "	159	" "	"	1.25	198.75	
24" " "	39	" "	"	2.00	78.00	
24" Corr. Iron Pipe	190	" "	"	3.20	608.00	
24" " " " Bands	6	each	"	3.24	19.44	
48" " " "	56	lin. ft.	"	6.98	390.88	
48" " " " "	1	each	"	6.44	6.44	
Guard Rail Posts, Cement	140	each	"	2.65	371.00	
" " " "	73	"	"	3.10	226.30	
Reinforcement Steel	7,611	lbs.	"	0.0386	293.78	
Cement					179.98	
Lumber, Paint & Hardware on Fences					349.65	
						2,746.58

Equipment Rental, Supplies & Miscellaneous:

Equipment Rental & Repairs	$30,366.34	
Gas, Oil & Grease	9,023.11	
Explosives	7,514.34	
Small Tools, Supplies & Misc.	2,850.00	
Drilling Supplies	2,468.86	
Railroad Bond & Charges	1,614.68	
Western Union Charges	105.13	
Lumber (50%)	507.44	
Freight & Haulage	726.60	
Overhead Expense	303.14	
Bond	1,190.56	
Home Office	3,571.69	
		60,241.89

Sub-Contractor - Norris Bros.:

Place Mineral Aggregate	5,438.8	Tons at	$0.90	$4,894.92	
Furnish & Place 121-150 Asphalt	224.43	" "	22.00	4,937.46	
Furnish & Place RC-3 Asph.	38.78	" "	22.00	853.16	
Preparation of Base	2.80	Miles at	100.00	280.00	
					10,887.98
		Total Cost			$124,481.10

Blalock-Lang Canyon Section

REMARKS:

This contract consisted of the grading, surfacing and oiling of 2.80 miles of roadway, the widening of one existing concrete bridge and incidental work. It was bid October 11th, 1940 and finished May 19th, 1941.

For the excavation the contractor moved in 4 RD-8 cats, 7 - 12 cu. yd. scrapers, 1 No. 12 motor patrol, 1 - 1-3/4 cu. yd. shovel, 1 - 3/4 cu. yd. shovel, a dozer, a ripper, a 310 compressor and light trucks. About 20% of the total amount of excavation was handled by shovel and trucks, and the rest by cat and carryalls. The cost of borrow was high due to rock and boulders encountered in the borrow pit which hampered the cats and scrapers. Ten percent of the borrow was loaded into scrapers by shovel. Traffic conditions and large boulders caused extra work and slowed down the progress of excavation.

The topping consisted of cement gravel obtained from gravel pit and was difficult to dig and was almost entirely uphill haul. The topping was handled with shovel and trucks.

Due to rock and large boulders roadbed finishing and bank rounding was extremely difficult and overran the bid prices considerably.

The pipe, guard rail and bridge widening proceeded very well and showed a fair profit.

The contractor set up his crushing plant and crushed all the rock required for the job. The quarry shot up nicely, and the contractor made very good progress with good equipment.

The oiling was sublet to Norris Bros. at the bid price for 121-150 asphalt and two dollars over bid price for RC-3. The price of $0.90 per ton for placing mineral aggregate left the contractor a fair profit for his crushing operations.

This job proved very difficult throughout and was bid quite low. Most of the equipment brought in was in very bad shape, and much down time was encountered while equipment was being overhauled. This, plus the fact that the excavation and the topping were difficult to dig, and traffic problems were the main factors contributing to the loss.

E. H. Clymer
Cost Analyst

By . . C. E. Paulsen

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1941
FOR FILING

44-5

July 3, 1941

Great American Indemnity Co.
C. A. Tomassene
Wilcox Building
Portland, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Roy L. Houck, 212 Pioneer Trust Building, Salem, Oregon, on Contract No. 2375, Blalock-Long Canyon Section of the Columbia River Highway, in Gilliam County. This payment in the amount of $12,056.96, will be made on or after July 23, 1941. The retained percentage is $3,571.69.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Kindly acknowledge receipt of this letter.

Yours very truly,

GA

Secretary

NOTED
D. G. DeSart

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FEDERAL WORKS AGENC
PUBLIC ROADS ADMINISTRATION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

RECEIVED
JUN 10 1941
STATE HIGHWAY COMMISSION

IN YOUR REPLY PLEASE
REFER TO FILE No. SN-FAP-44-5

Stencil No. 124
Oregon SN-FAP 44 (5)
Blalock-Lang Canyon Sec.
Columbia River Highway

June 9, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the ____________________ project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By T. M. Davis
T. M. Davis
Sr. Highway Engineer

Encls.

Jcon

Waypr. 10136

Form P. R. 2

State Oregon

Federal Aid Project No. / [illegible] (5)

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 2nd day of May, 1944

by and between the Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Federal Works Administrator, hereinafter called the Administrator, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the [illegible] day of March, 19[illegible], a project statement, which was approved on the 6th day of April, 19[illegible], for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated for the administration of the Federal Highway Act, has furnished surveys, plans, specifications, and estimates for Section of said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 26th day of September 19[illegible]; and

Whereas the Administrator has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of seventy-nine thousand, five hundred forty and no/100 dollars ($79,540.00) as the share of the United States payable under said act on account of Section of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Administrator do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(a) By the State : Chap. 175, laws 1917; Chap. 31, laws 1920; (Include date and citation of act of legislature by which authorized) Chap. 589, laws 1939.

(b) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 791+11.0 in Lot 6, Sec. 31, T. 3 N., R. 20 E., W. M., the east end of Project 24, and survey station 141+50 in Lot 2, Sec. 28, T. 3 N., R. 20 E., W. M.

, length 2.805 miles, in Gilliam County, being ~~Section~~ ~~of~~ Oregon Federal Aid NH-FAP project No. 14 (5), consisting of 2.805 miles of roadway and no bridges ~~each~~ of more than 20 feet clear span.

~~[illegible]~~

CHARACTER AND METHOD OF CONSTRUCTION

Article III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Administrator or his agents, and in accordance with the laws of said State, the rules and regulations of the Administrator, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Administrator or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Administrator, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction [illegible] of said project shall not in any event exceed the sum of seventy-nine thousand, five hundred forty and no/100 dollars ($79,540.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of one hundred thirty thousand, three hundred eighty-three and no/100 dollars ($130,383.00), the approved total estimated cost [illegible] of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Administrator shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer
(Official or depository)
hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)
of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Administrator after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

The Administrator reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 539, laws 1929.
(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Administrator on the ______ day of MAY 13 1941, 19__

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell
Chairman, State Highway Commission
(Title of officer)

By Herman Oliver
Member, State Highway Commission
(Title of officer)

By ______
Member, State Highway Commission
(Title of officer)

By ______
______
(Title of officer)

By ______
______
(Title of officer)

FEDERAL WORKS ADMINISTRATOR,

By W. J. Leary
Acting Commissioner of Public Roads.

Form PR. 3—Revised

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of **Oregon**

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of **Oregon** for the construction of a highway designated in the records of this Agency as **Federal Aid** Project No. **ES-FAP 44 (5)** State of **Oregon**

Second. That in accordance with said provisions I have approved the sum of $ **130,383.00** as the total estimated cost of said project, and the sum of $ **79,510.00** as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this .... day of ....

one thousand nine hundred and MAY 13 1941

Federal Works Administrator,

By ....

Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—10130

ED
VAN COY

(39)

Form E-1—5M—8-39

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

41-5

For Week Ending May 24, 1941

Section Blalock-Lang Canyon

Kind of work Grad., Surf., & Bit. Mac.

Highway Columbia River

Section prefix 11-1106

Contractor Roy L. Houck

Contract number 2375

Date of contract October 11, 1940

Date of completion August 31, 1941

Date work started November 1, 1940

Estimated date of completion May 31, 1941

Amount of contract $ 118,530.00

Per cent of time elapsed 69.5 %

Estimated cost of completed project, exclusive of engineering $ 118,530.00

Per cent of contract completed, based on total contract price %

Engineering cost to date, $ 5,800.00, %

Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The only work preformed by the contractors forces consisted of the placing of the timber rails and cable on the guard fence. This work is now completed except for painting which is now under way and will likely be completed by Tuesday of next week.

NOTED
E. N. HACKETT

NOTED
RAY WEBB

RECEIVED
MAY 2
OFFICE OF
ENGINEER

Signed E G Buckmore

Address Arlington Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

NOTED
VAN SCOY

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities	Complete	Complete		Complete	
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....,

Compressors ...., Bulldozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Hot		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	wind		
Saturday	"		

STATE PRINTING DEPT.

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

UNITED STATES DEPARTMENT OF AGRICULTURE
(Stencil #28)
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.

POST OFFICE BUILDING
PORTLAND, OREGON

Oregon FAP 44 (5)
The Blalock-Lang Canyon Section
of the Columbia River Highway

April 8, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature and return to this office.

Enclosed is an approved copy of the detail estimate, upon which the agreement was based, together with approved copy of specifications.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Sr. Highway Engineer

Encls.

RECEIVED
APR 2 1941
FOR FILING

44-5

April 2, 1941

Great American Indemnity Company,
C. A. Tomassene, Agent
Wilcox Building
Portland, Oregon

Gentlemen:

We are in receipt of a letter from the Pendleton Auto Parts, Inc., advising that they have a claim in the amount of $399.70 against Roy L. Houck for automotive parts and supplies furnished Mr. Houck in connection with State Highway Contract No. 2375 which was awarded to him for the construction of the Blalock-Lang Canyon Section of the Columbia River Highway in Gilliam County.

This information is given you as you appear as surety on the bond furnished in connection with this contract.

Yours very truly,

Secretary

HBG:MC

cc - Roy L. Houck,
U. S. Natl. Bank Bldg.
Salem, Oregon

NOTED
D. G. DeSart

April 2, 1941

Pendleton Auto Parts, Inc.,
405 E. Court St.,
Pendleton, Oregon

Attention: Jack W. Whiteman,
President

Gentlemen:

This is to acknowledge your letter of March 31 advising of your claim against the Roy L. Houck Construction Company, same being in the amount of $399.70 for automotive parts and supplies furnished this contractor in connection with a state highway contract near Arlington.

The project to which you refer is known as State Highway Contract No. 2375 and covers the grading, surfacing and bituminous macadam construction on the Blalock-Lang Canyon Section of the Columbia River Highway in Gilliam County. This contract was awarded to Roy L. Houck individually.

In connection with this contract Mr. Houck was required to furnish a surety bond for the protection of claims incurred against the job. This bond was written by the Great American Indemnity Company for whom C. A. Tomassene is the local representative with offices in the Wilcox Building, Portland. In the event Mr. Houck does not make satisfactory settlement of your claim within a reasonable length of time, I would suggest that you file notice thereof with the bonding company and also with the Secretary of State, in conformance with Chapter 517, Oregon Laws, 1939, a mimeographed copy of which is enclosed.

In accordance with our usual practice, we are today advising the contractor and the bonding company that your claim has been filed in this office.

Yours very truly,

Secretary

HBG:MC
encl.

PENDLETON AUTO PARTS INC.

405 E. Court St. Telephone 381
PENDLETON, OREGON

RECEIVED
APR 1 - 1941
[illegible]

March 31, 1941

State Highway Dept.
Salem, Oregon

Gentlemen:

For the past five months we have been supplying Roy L. Houck Construction Co., at Arlington, Oregon, with automotive parts and supplies used in their construction contract at Arlington.

We have not received payment for these monthly accounts since the beginning of the purchases. And though we have repeatedly tried to collect the account we have had no success.

The account now stands at $399.70 with $305.69 of that amount past due. Since we have extended large discounts we can ill afford to carry the account longer.

We will appreciate any help you may give us in collecting this account, and await your early reply.

Yours very truly,

PENDLETON AUTO PARTS, INC.

by:
Jack W. Whiteman
President

JWW:e

ANSWERED
H. B. GLAISYER

COMPLETE AUTOMOTIVE SUPPLIES

RECEIVED
JAN 31 1941
FOR FILING

FA 44-5

January 27, 1941

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

We are enclosing herewith seven copies of estimate as basis for project agreement for the Blalock-Lang Canyon Section, Project No. FA 44 (5).

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

Federal Aid Project
No. 44 (5)

BLALOCK-LANE CANYON SECTION OF THE

COLUMBIA RIVER HIGHWAY IN GILLIAM COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, January 21, 1941

Roadway (Sta. 791+11 to 141+50):

All Required		Clearing and Grubbing		$ 2,500.00
90	cu. yds.	Trench Excavation, Unclassif.	$2.00	180.00
41,000	cu. yds.	General Excavation, Unclassif.	0.40	16,400.00
107,000	cu. yds.	Solid Rock Excavation, Unclassif.	0.40	42,800.00
85,000	cu. yds.	Special Borrow (Incl. Haul) Unclassif.	0.15	12,750.00
260,000	yd. stas.	Overhaul	0.01	2,600.00
20,000	yd. mi.	Truck Haul	0.10	2,000.00
8,000	lin. ft.	Rounding Cutbanks	0.06	480.00
2.80	miles	Finishing Roadbed and Slopes	300.00	840.00
170	lin. ft.	12" Concrete Pipe	1.00	170.00
240	lin. ft.	18" Concrete Pipe	2.40	576.00
140	lin. ft.	24" Concrete Pipe	3.35	469.00
70	lin. ft.	48" Corr. Metal Pipe	7.50	525.00
2,700	lin. ft.	Guard Rail	1.25	3,375.00
19,000	cu. yds.	Gravel Subbase	0.20	3,800.00
29,000	yd. mi.	Hauling Gravel Subbase	0.08	2,320.00
3,000	cu. yds.	Salvaging Surfacing Materials	0.25	750.00
2,280	tons	1" - 0" Rock in Shoulders	1.50	3,420.00
400	cu. yds.	Filler	0.40	160.00
400	yd. mi.	Hauling Filler	0.10	40.00
400	M-gals.	Sprinkling	1.50	600.00
2.80	miles	Preparation of Base	100.00	280.00
5,370	tons	Furnishing and Placing Aggregates	2.50	13,425.00
270	tons	Furnishing and Placing 121-150 Asphalt	22.00	5,940.00
40	tons	Furnishing and Placing RC-3 or Emul. Asphalt	20.00	800.00
70	cu. yds.	Structural Excavation, Unclassif.	1.00	70.00
5	cu. yds.	Structural Excavation, Below Plans, Unclassif.	2.00	10.00
48	cu. yds.	Class "A" Concrete	20.00	960.00
5,800	lbs.	Metal Reinforcement	0.05	290.00
			Subtotal	$118,530.00
			10% Engr. & Cont.	11,853.00
			Total	$130,383.00

Length	2.805 miles
Cost per Mile	$46,482.35

Federal Aid Funds- -	$ 79,540.00
State Funds- -	50,843.00
	$130,383.00

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939

State Funds for Maintenance: Chap. 529, Laws 1939

RECEIVED
JAN 7 1941
FOR FILING

44-5

January 7, 1941

Pacific Machinery & Tool Steel Co.,
630 S. E. Belmont Street
Portland, Oregon

Attention: W. T. Williamson

Gentlemen:

Replying to your letter of January 3, 1941, wish to advise that Roy L. Houck's contract in Gilliam County, near Arlington, is State Highway Contract No. 2375 which covers the grading, surfacing and bituminous macadam work on the Blalock-Long Canyon Section of the Columbia River Highway. The Great American Indemnity Company wrote the bond on this contract through C. A. Tomassene, their local representative, whose offices are in the Wilcox Building, Portland.

The completion date specified on this contract is August 31, 1941.

Yours very truly,

DD:MC

Secretary

PACIFIC MACHINERY & TOOL STEEL CO.

Office and Warehouse
630 S. E. Belmont St.
PORTLAND ◆ OREGON

January 3, 1941

Secretary of State
State House
Salem, Oregon

Dear Sir:

We are selling material to Roy L. Houck which he is using on a State Highway contract job in Gilliam County near Arlington. Is #2375 the correct contract number?

Will you please advise us of the completion date and of the bonding company?

Thanking you, we remain

Yours very truly,

PACIFIC MACHINERY & TOOL STEEL COMPANY

By: W. T. Williamson
Credit Manager

Respectfully referred to State Highway Commission

STATE DEPARTMENT

WTW/t

RECEIVED
JAN 4 - 1941
EARL SNELL

6

RECEIVED
DEC 27 1940
FOR FILING
44-5

December 26, 1940

Mr. F. W. Finch
General Manager
Union Pacific Railroad
Pittock Block
Portland, Oregon

Dear Sir:

Following your telephone call of the 24th I contacted Contractor Roy L. Houck and our Division Engineer W. G. Williams.

Mr. Houck explained that the rock in question came from the cliff way above his work; but, inasmuch as its fall occurred simultaneously with the shot it would appear that it was loosened by the charge.

I explained to Mr. Houck that he would be held responsible and required to pay the damage, and also be required to bear the cost of watchmen until you had satisfied yourself that he was taking proper precautions and working in close coordination with your dispatcher.

I note that you state that you will bill the the State Highway Department for this damage, which will be shifted to the contractor, who is the responsible party. Permit me to assure you that we at all times want to conduct the operations of our own forces and those of the contractors under our supervision in such manner as will cause the least possible hazard in the operation of your railroad.

Very truly yours,

Chief Engineer

RHB:mbl

cc - E. O. Smith
W. C. Williams
Roy L. Houck

a

RECEIVED
DEC 26 1940
STATE HIGHWAY
Standard Form 2104

UNION PACIFIC RAILROAD COMPANY

F. N. FINCH,
GENERAL MANAGER,
NORTHWESTERN DISTRICT

828 PITTOCK BLOCK
PORTLAND, OREGON

December 24, 1940

Mr. R. H. Baldock,
Chief Engineer,
State Highway Department,
Salem, Oregon.

Dear Mr. Baldock:

Confirming our telephone conversation today, following is the report received last night:

> "About 3 PM today track damaged 500 feet east of M.P. 131 by a three ton rock which rolled from bluff at time Highway Dept. set off blast in rock quarry about 300 feet or more south of bluff; one rail was broken and one badly kinked, both replaced and track OK 5 PM."

Before this occurrence, our roadmaster cautioned your contractor that he was shooting too strong. Appreciate it if you will take hold of this matter and force this man to do the work in a manner that will not create a hazard to our operations.

We will, of course, bill you for cost of repairs, and am also putting on three shifts of watchmen at this point, for which we will bill against you. I do not like the idea of having to bill you or the contractor; that is not what we want. A situation of this kind is disturbing, having in mind that the contractor may put off a shot and put down rocks while a train is passing or just in advance of a train, and we might have a serious and major catastrophe. We cannot "play" with these freight trains which are making 45 and 50 miles per hour, nor the passenger trains which are running 60 and 65 miles per hour. I am sure with your experience you appreciate that we cannot take such chances.

Please acknowledge.

Yours truly,

F. N. Finch

NOTED
D. G. DeSart

ECEIVED
NOV 2 1940
FOR FILING

Jl - 5

OCTOBER 31, 1940

Mr. Roy L. Houck
212 U. S. National Bank Building
Salem, Oregon

Dear Sir:

We hand you herewith, for your records and files, a fully executed copy of each of the following contracts which were awarded to you by the State Highway Commission on October 10 and 11, 1940, respectively:

Contract No. 2366 - Rice Hill-Turkey Hill Section of the Pacific Highway, in Douglas County

→ Contract No. 2375 - Blalock-Lang Canyon Section of the Columbia River Highway, in Gilliam County

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

[illegible]

NOTED
D. G. DeSart

RECEIVED
NOV 2 1940
FOR FILING

44-5

October 31. 1940

GREAT AMERICAN INDEMNITY COMPANY
c/o Harvey Wells-Reed Insurance Agency
Failing Building
Portland, Oregon

Gentlemen:

We are sending you today by express a fully executed copy of each of the following contracts which were awarded to Roy L. Houck by the State Highway Commission on October 10 and 11, respectively:

Contract No. 2366 - Rice Hill-Turkey Hill Section of the Pacific Highway, in Douglas County

→ Contract No. 2375 - Blalock-Lang Canyon Section of the Columbia River Highway, in Gilliam County

Inasmuch as you are surety for the contractor on each of these jobs, copies of the contracts are being furnished you for your records and files.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

[illegible]

NOTED
D. G. DeSart

RECEIVED
FOR FILING

FA-44-5

October 17, 1940

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 5900
Portland, Oregon

Dear Sir:

We have your letter of October 14, calling attention to the narrow right of way between Stations 35 and 45 of the Blalock-Long Canyon Section, Project FA 44 (5).

This matter has been referred to our field engineers for determination as to whether the line should be shifted or additional right of way obtained.

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

SHP:ER

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

RECEIVED
OCT 15 1940
OREGON
STATE HIGHWAY COMMISSION

October 14, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to the plans, specifications and estimate for Oregon Federal Aid Project No. 44 (5), the Blalock-Lang Canyon Section of the Columbia River Highway.

We are in receipt of a letter from our Regional Office, commenting on the plans as follows:

> "The plans indicate that the right of way on the left between stations 35 and 45 is hardly wide enough to construct the full width of the roadbed section. The right of way line scales about 17 or 18 feet left of center line at the narrowest point.
>
> "We believe the line should be shifted to the right or additional right of way secured on the left."

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

RECEIVED
OCT 18 1940
FOR FILING

44-5

October 17, 1940

Mr. S. Murray
Resident Engineer
Union Pacific Railway Co.
Portland, Oregon

Dear Sir:

Replying to your letter of October 16 wish to say that the State Highway Commission on October 11 awarded to Roy L. Houck, whose address is 212 U. S. National Bank Bldg., Salem, Oregon, the contract for grading, surfacing and construction of bituminous macadam wearing surface on the Blalock-Lang Canyon Section of the Columbia River Highway, in Gilliam County.

Very truly yours,

HBG:AM

Secretary

Form 3010

UNION PACIFIC RAILROAD COMPANY

OPERATING DEPARTMENT

S. MURRAY,
RESIDENT ENGINEER

PORTLAND, OREGON

RECEIVED
OCT 17 1940
OREGON
STATE HIGHWAY COMMISSION

October 16,1940

Mr.R.H.Baldock,
State Highway Engineer,
Salem,Oregon

Dear Sir:

When you have awarded contract for 2.8 miles of grading,surfacing and bituminous macadam between Blalock and Lang Canyon, I would be pleased to have the date of construction contract,full name of the contractor,and his address,in order that I may draft our indemnity agreement and bond to cover.

Yours truly,

S MURRAY

[illegible]

ANSWERED
H. B. GLAISYER

RECEIVED
OCT 17 1940
FOR FILING

44-5

October 16, 1940

Mr. Roy L. Houck
212 U. S. National Bank Building
Salem, Oregon

Dear Sir:

We hand you herewith four copies of Contract No. 2375 which was awarded to you by the State Highway Commission on October 11, 1940, covering the grading, surfacing, and bituminous macadamizing of the Blalock-Lang Canyon Section of the Columbia River Highway, in Gilliam County.

Kindly execute all four copies of this contract as to agreement and bond and return them to this office for approval by the State Highway Commission, When this has been done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 6 (page 15) of the printed General Provisions, relating to the Workmen's Compensation Act. You will be expected to accept the terms of this act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the paragraph on the same page, relating to payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

NOTED
D. G. DeSart

RECEIVED
OCT 15 1940
FOR FILING

44-5

October 14, 1940

Mr. Roy L. Houck
212 U. S. National Bank Bldg.
Salem, Oregon

Dear Sir:

The State Highway Commission on October 10, 1940, awarded you the contract for 2.80 miles grading, surfacing and bituminous macadam wearing surface, also widening of a concrete bridge on the Blalock-Lang Canyon Section of the Columbia River Highway, in Gilliam County. This award was based on your low bid of $118,530.00 submitted on that date.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

STATE HIGHWAY COMMISSION

By

AM Secretary

cc - S. H. Probert
G. S. Paxson

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

October 11, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon Federal Aid Project No. 44 (5), Blalock-Lang Canyon Section of the Columbia River Highway, to Roy L. Houck, Salem, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

By F E Andrews
F. E. Andrews
Sr. Highway Engineer

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

RECEIVED
SEP 27 1940
STATE HIGHWAY [illegible]

September 26, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Federal Aid Project No. 44 (5), the Blalock-Lang Canyon Section of the Columbia River Highway, have today been recommended for approval, subject to final review and approval by the Commissioner of Public Roads. This is your authority to advertise for bids.

Concurrence in award will be withheld until all of the right of way has been secured.

The terms used in covering the estimate do not conform to the Revised Standard Specifications or to the proposal. We will change this estimate here but request that the correct terms be used when submitting the project agreement estimate.

The slopes of the rock shoulders are not shown on the section sheet, and as they figure a ¼ to 1, we are taking the liberty of showing them on the plan sheet, as per our conversation today with Mr. Probert. This slope should be shown on the advance copy of the section sheet sent to Washington with the plans.

Very truly yours,

W. H. LYNCH
District Engineer

By F E Andrews
F. E. Andrews
Sr. Highway Engineer

Form 3010
7-37-3,000

Const
Project
Primary

UNION PACIFIC RAILROAD COMPANY

OPERATING DEPARTMENT

S. MURRAY,
RESIDENT ENGINEER

PORTLAND, OREGON

RECEIVED
OCT 2 1940
FOR FILING

RECEIVED
[illegible] 30 1940

September 28,1940

Mr.R.H.Baldock,
State Highway Engineer,
Salem,Oregon

Dear Sir:

I note by the paper that you are proposing to ask for bids for improvement and reconstruction of the Columbia River Highway between Blalock and Lang Canyon and that the bids for this work are returnable on October 11th.

There is one encroachment on our right of way, I believe,within the limits of this section of highway, that was granted to the State under certain conditions by agreement October 10,1939,which provides for an agreement between the contractor and the railroad with bond in our favor.

It is also my understanding that the work is quite heavy in places,with considerable heavy excavation immediately above the track over portions of the section.

Will you therefore please send me copy of plans, consisting of map and profiles,so that I can have some notion as to what the hazards might be to the railroad company,in order to determine how much the bond in our favor should be. Will be glad to also have any additional information of a general nature which you may have concerning this project.

Yours very truly,

S MURRAY

Plans + Specs. sent Sept. 28

Phone to Murray on this
October 1st.

SHIP AND TRAVEL BY RAIL

September 24, 1940

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

We are enclosing herewith seven copies of estimate and three copies of right of way statement to accompany plans and specifications for the Blalock-Lang Canyon Section, Project No. FA 44 (5).

Five bid proposals, four standard contract forms and five sets of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. M. Probert
Office Engineer

Dict. by J. W. Nash/KR

Encl.

Oregon State Highway Department Federal Aid Project No. 44 (5)

[illegible]

BLALOCK-LANG CANYON SECTION OF THE
COLUMBIA RIVER HIGHWAY IN GILLIAM COUNTY

[illegible]

(Estimate to accompany plans and specifications. Not as basis for project agreement.) $146,766.40

Salem, Oregon, September 24, 1940

Roadway (Sta. 791+11 to 141+59)

All Required		Clearing and Grubbing		$ 500.00
90	cu. yds.	Trench Excavation, Unclassified	$ 1.50	135.00
41,000	cu. yds.	General Excavation, Unclassified	.25	10,250.00
107,000	cu. yds.	Solid Rock Excavation, Unclassified	.60	64,200.00
85,000	cu. yds.	Special Borrow (Incl. Haul) Unclassified	.18	15,300.00
260,000	yd. sta.	Overhaul	.01	2,600.00
20,000	yd. mi.	Truck Haul	.11	2,200.00
8,000	lin. ft.	Rounding Cutbanks	.08	640.00
2.80	miles	Finishing Roadbed and Slopes	300.00	840.00
170	lin. ft.	12" Concrete Pipe	1.00	170.00
240	lin. ft.	18" Concrete Pipe	2.00	480.00
140	lin. ft.	24" Concrete Pipe	3.00	420.00
70	lin. ft.	48" Corr. Metal Pipe	7.00	490.00
2,700	lin. ft.	Guard Rail	1.20	3,240.00
19,000	cu. yds.	Gravel Subbase	.25	4,750.00
29,000	yd. mi.	Hauling Gravel Subbase	.10	2,900.00
3,000	cu. yds.	Salvaging Surfacing Materials	.60	1,800.00
2,280	tons	1" - 0" Rock in Shoulders	1.00	2,280.00
400	cu. yds.	Filler	.40	160.00
400	yd. mi.	Hauling Filler	.15	60.00
400	M-gal.	Sprinkling	1.50	600.00
2.80	miles	Preparation of Base	100.00	280.00
5,370	tons	Furnishing and Placing Aggregates	2.00	10,740.00
270	tons	Furnishing and Placing 121-150 Asphalt	22.00	5,940.00
40	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	22.00	880.00
70	cu. yds.	Structural Excavation, Unclassified	2.00	140.00
5	cu. yds.	Structural Excavation Below Plans, Unclassified	5.00	25.00
48	cu. yds.	Class "A" Concrete	22.00	1,056.00
5,800	lbs.	Metal Reinforcement	.06	348.00
			Subtotal	$133,424.00
			10% Engr. & Cont.	13,342.40
			Total	$146,766.40

Oregon State Highway Department [illegible] Federal Aid Project No. [illegible]

Length 2.805 miles
Cost per mile [illegible] $ 52,323.13

[illegible]

Federal Aid Funds- $ 50,000.00
State Funds- 96,766.40

([illegible])
$146,766.40

[illegible]

[illegible]

Oregon State Highway Department Federal Aid Project No. 44 (5)

Length 2.805 miles

BLALOCK-LANG CANYON SECTION OF THE

COLUMBIA RIVER HIGHWAY IN GILLIAM COUNTY

[illegible]

[illegible]

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, September 24, 1940

Roadway (Sta. 791+11 to 141+50)

All Required		Clearing and Grubbing		$ 500.00
90	cu. yds.	Trench Excavation, Unclassified	$ 1.50	135.00
41,000	cu. yds.	General Excavation, Unclassified	.25	10,250.00
107,000	cu. yds.	Solid Rock Excavation, Unclassified	.60	64,200.00
85,000	cu. yds.	Special Borrow (Incl. Haul) Unclassified	.18	15,300.00
260,000	yd. sta.	Overhaul	.01	2,600.00
20,000	yd. mi.	Truck Haul	.11	2,200.00
8,000	lin. ft.	Rounding Cutbanks	.08	640.00
2.80	miles	Finishing Roadbed and Slopes	300.00	840.00
170	lin. ft.	12" Concrete Pipe	1.00	170.00
240	lin. ft.	18" Concrete Pipe	2.00	480.00
140	lin. ft.	24" Concrete Pipe	3.00	420.00
70	lin. ft.	48" Corr. Metal Pipe	7.00	490.00
2,700	lin. ft.	Guard Rail	1.20	3,240.00
19,000	cu. yds.	Gravel Subbase	.25	4,750.00
29,000	yd. mi.	Hauling Gravel Subbase	.10	2,900.00
3,000	cu. yds.	Salvaging Surfacing Materials	.60	1,800.00
2,280	tons	1" - 0" Rock in Shoulders	1.00	2,280.00
400	cu. yds.	Filler	.40	160.00
400	yd. mi.	Hauling Filler	.15	60.00
400	M-gal.	Sprinkling	1.50	600.00
2.80	miles	Preparation of Base	100.00	280.00
5,370	tons	Furnishing and Placing Aggregates	2.00	10,740.00
270	tons	Furnishing and Placing 121-150 Asphalt	22.00	5,940.00
40	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	22.00	880.00
70	cu. yds.	Structural Excavation, Unclassified	2.00	140.00
5	cu. yds.	Structural Excavation Below Plans, Unclassified	5.00	25.00
48	cu. yds.	Class "A" Concrete	22.00	1,056.00
5,800	lbs.	Metal Reinforcement	.06	348.00
		Subtotal		$133,424.00
		10% Engr. & Cont.		13,342.40
		Total		$146,766.40

Length	2.805 miles
Cost per mile	$ 52,323.13

Federal Aid Funds- -	$ 50,000.00
State Funds- -	96,766.40
	$146,766.40

[illegible]

[illegible] (5)

While negotiations for right of way are in progress, two parcels have not been acquired, nor has the right to occupy and use these parcels been secured, but it is now believed that all necessary right of way can be fully acquired within [illegible] days.

R. H. BALDOCK
Chief Engineer

By

[illegible]
[illegible] Engineer

[illegible]

BLALOCK-LANG CANYON SECTION

PROJECT NO. FA 44 (5)

While negotiations for right of way are in progress, two parcels have not been acquired, nor has the right to occupy and use these parcels been secured, but it is now believed that all necessary right of way can be fully acquired within fourteen days.

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

September 24, 1940

CONTRACT # [redacted] 2376

12-3407 Seneca Maintenance Patrolmens Hq.
John Day Highway · 1940

#2376

R

RECEIVED
OCT - 8 1941
FOR FILING

12-3407

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 14, 1941

Subject:

To: Mr. H. B. Glaisyer
Secretary
Office

Dear Sir:

For your information, Fife & Company completed their work on Contract 2376, Seneca Maintenance Station in Grant County, on June 25, 1941. Will you please secure authority from the Commission to pay the final estimate on this job. Specified completion date for the work was July 31, 1941.

Yours very truly,

G. S. Paxson
Bridge Engineer

By W. A. Reeves C.M.

W. A. Reeves
Bridge Office Engineer

CAG MJ

APPROVED BY HIGHWAY COMMISSION
DATE July 24, 1941
H B Glaisyer
Secretary

R

RECEIVED
AUG 2[illegible] 1941

12-3407

August 22, 1941

Van Petten Lumber Company
Ontario, Oregon

Gentlemen:

This will acknowledge receipt of your letter of August 18 and advise that Mr. Fife's final payment for work performed by him under contract No. 2376 was mailed to him at Cody, Wyoming, on August 14, 1941.

Yours very truly,

Secretary

DGB:OA

VAN PETTEN LUMBER COMPANY
DISTRIBUTORS OF BUILDING MATERIALS AND FUELS
ONTARIO, OREGON

[illegible]CEIVED
[illegible]
STATE HIGHWAY COMMISSION

Aug. 18, 1941

2376

Secretary Oregon State Highway Commission
Salem, Oregon

Gentlemen:

We have asked Mr. Fife about his balance for material that we furnished on the Seneca job and he advises us that he has not yet had final payment, although the final estimate was signed by him on the 21st of July and forwarded to your office at that time. We will certainly appreciate your expediting this matter.

Yours very truly,

VAN PETTEN LUMBER COMPANY
BY Paul E. Van Petten
Paul E. Van Petten RA

PEV:RA

REFERRED TO [illegible]
BY SECRETARY
prepare reply

REFERRED TO [illegible]
BY SECRETARY

What are the facts?

Hold

Final warrant mailed to Cody, Wyoming at Mr Fifes request on 8-14-41
[illegible]

RECEIVED
JUL 2[illegible] 1941
PORTLAND

12-3407

July 21, 1941

U. S. Fidelity & Guaranty Co.
Raymond C. Weiss
Bedell Building
Portland, Oregon

Gentlemen:

You are hereby notified that State Highway contract No. 2376 for work on the Maintenance Station at Seneca, on the John Day-Burns Highway in Grant County, has been completed by the contractors, Fife & Company, and that final settlement will be made on or after July 31, 1941.

There is a claim filed against this project aggregating $29.00, of which you have been previously notified.

This notice is served on you since you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractor in connection with this contract will be $19,222.96, including final payment, of which $86.82 is for force account work. This contract was completed on June 25, 1941, and has not yet been accepted by the State Highway Commission.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

RS

Secretary.

NOTED
D. C. DeSart

RECEIVED
MAR 11 1941

12-3407

March 10, 1941

Mr. H. L. Taylor
111 West Seventh Street
Los Angeles, California

Attention: Homer W. Searles

Dear Sir:

This will acknowledge receipt of your letter of March 7 and advise that contract No. 2376 with Luther Fife and Company, Nyssa, Oregon, for construction of a maintenance station at Seneca, Oregon, on the John Day-Burns Highway, in Grant County, is in the amount of $19,532.25.

On March 8 a warrant in the amount of $14,861.18 was mailed for work done to February 10, 1941. We are also holding, as retained percentage, the amount of $1,464.92, leaving an estimated amount to complete the contract of about $3,206.00.

We have not yet received an estimate from the field for work done to March 10 but it is very probable that the job is approximately completed at this time.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

BD:AM

TH STREET
LOS ANGELES, CALIF.
PHONE TUCKER 5136
CABLE ADDRESS
MILTAY LOS ANGELES

BRANCH OFFICE
P. O. BOX 1672
BALBOA, CANAL ZONE
CABLE ADDRESS
MILTAY PANAMA

M. L. TAYLOR
INSURANCE
ALL KINDS ALL LINES
FOREIGN COVERAGES
SURETY BONDS

Mar. 7, 1941.

AIR MAIL

Oregon State Highway Dept.,
Salem, Oregon.

Re: Luther Fife & Company,
Contractors

Gentlemen:

We understand that the above captioned concern is building a Patrol Station for you, although we have not been advised of the location. We understand that the contract is in the amount of $19,532.00, on which there is retained an earned and withheld estimate in the amount of $14,064.92.

This information has been given to us as the basis of credit for bonding purposes and any information that you can give us in this regard will be treated very confidentially.

We enclose herewith a self-addressed Airmail envelope for your convenience in replying.

Yours very truly,

Homer W Searles

Homer W. Searles.

HWS:CM

UNITED STATES FIDELITY AND GUARANTY COMPANY
PORTLAND OFFICE
1112 BEDELL BUILDING, PORTLAND, OREGON
TELEPHONE: ATWATER 8511

MORRISON K. SPROTT
Manager

JOSEPH A. BOYCE
Superintendent of Claims

12-3407

March 7, 1941

Mr. H. B. Glaisyer
Sec. of Oregon State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

RE: Fife & Co. - 58796-12-468-40

We have a bond in the amount of $19,532.25 outstanding for Fife & Company of Nyssa, Oregon, to cover a contract of a similar amount for the construction of maintenance patrolman's headquarters on the John Day Highway at Seneca, Grant County, Oregon.

We would like very much to know the present status of this contract and enclose herewith a form which may be used for this purpose. We would appreciate it very much if you would kindly complete the enclosed form and then return it to us. We enclose a self addressed envelope for your convenience in replying, and want to take this opportunity to thank you for your kindness.

Yours very truly,

Supt. of Surety

RCW:AS
Encl.

NOTED
D. G. DeSart

RECEIVED
FEB 3 1941
FOR FILING

12-3407

January 27, 1941

Mr. Earl B. Moore
Lawyer
John Day, Oregon

Dear Sir:

I wish to acknowledge receipt of and thank you for your letter of January 23 transmitting affidavit of the claim of the Riordan Lumber Company against Fife & Company, same being in the amount of $29.15 for material furnished to Fife & Company in connection with their contract with the State Highway Commission for construction of the maintenance building at Seneca.

Very truly yours,

HBG:AM

Secretary

NOTED
D. G. DeSart

BUILDING A SPECIALTY

GENERAL CONTRACTORS

Luther Fife and Co.
PHONE 0582
Nyssa, Oregon

Jan. 25, 1941

RECEIVED
JAN 27 1941
STATE HIGHWAY COMMISSION

United States Fidelity & Guaranty Co.
Portland, Oregon

Gentlemen:

Reference is made to a letter you recieved from the Highway Commission under date of Jan.20, 1941, in regard to the Riordan Lumber Co. entering a claim for $29.00 due from our Company.

We purchased 29,505 feet of pine lumber from this Company for the diaginel siding, sheeting, sub-flooring, and some 2x4 for building forms for the concrete work.

My son and I, while making a trip through John Day about Oct. 5, 1941, stopped at the Riordan Lumber Co. to get his prices on this lumber. He gave us a verbal quotation of $21 at the mill, or $22 at Seneca. I made a notation of the delivered price at the time.

We have paid them to date the $22 per thousand according to our understanding on the price.

I will stop and see Mr. Riordan on my next trip to John Day. I think I can convince him of his error.

It is not our policy to beat anyone. I think we have proven that in the past.

Yours very truly,

FIFE & COMPANY

By Luther Fife

Copy.

NOTED
D. G. DeSart

Earl B. Moore
LAWYER
GRANT COUNTY
JOHN DAY, OREGON

RECEIVED
JAN 27 1941
OREGON
STATE HIGHWAY COMMISSION

January 23, 1941

State Highway Commission
Salem, Oregon

Attention: H. B. Glaisyer, Secretary

Dear Sirs:

In accordance with your letter of January 20, 1941, I am enclosing an Affidavit for the Specifications and Contract and Bond in the matter of the claim of The Riordan Lumber Company against Fife & Company.

Thanking you kindly for this courtesy of sending me this matter previous to the affidavit, I am

Very truly yours,

Earl B. Moore

EBM:vz
Enc. 1

REFERRED TO
BY SECRETARY

AFFIDAVIT

STATE OF OREGON)
) ss.
County of Grant)

I, EARL B. MOORE, being first duly sworn on oath, say:

That I am the attorney for The Riordan Lumber Company and that Fife & Company, contractors, are indebted to The Riordan Lumber Company in the balance sum of $29.15 for material furnished to the said Fife & Company. That the said Riordan Lumber Company has a good cause of suit against the said Fife & Company and is entitled in all ways to a copy of the contract and bond.

That I am making this affidavit as attorney for the said Riordan Lumber Company for the reason that all of the material facts in regard to said claim are personally known to me.

Earl B. Moore
Affiant

SUBSCRIBED and SWORN to before me this 23rd day of January, 1941.

Notary Public for Oregon
My Commission Expires: Jan 11-1943

RECEIVED
JAN 27 1941
FOR FILING

12-3407

January 20, 1941

Mr. Earl V. Moore
Lawyer
John Day, Oregon

Dear Sir:

In response to your request of January 16 I am sending to you today, by express, a certified copy of Fife & Company's contract for the construction of a highway maintenance building at Seneca. This is being sent to you prior to receipt from you of an affidavit of claim of the Riordan Lumber Company but we will expect you to furnish us that affidavit.

We have no special blank forms for the filing of claims against highway contractors. It will be quite satisfactory for you to use the form that is suggested in the law. We refer particularly to Chapter 517, Oregon Laws 1939.

In accordance with our usual practice we are today notifying the surety on the bond and the contractor that your claim has been filed. The bond, I might state, was written by the United States Fidelity & Guaranty Company for whom Raymond C. Weiss is attorney-in fact with offices in the Bedell Building, Portland.

Very truly yours,

HEG:AM

Secretary

REFERRED TO
DeSart
BY SECRETARY

NOTED
D. G. DeSart

January 20, 1941

United States Fidelity & Guaranty Co.
Raymond C. Weise, Agent
Bedell Building
Portland, Oregon

Gentlemen:

The State Highway Commission has today been advised by Earl B. Moore, lawyer, John Day, Oregon, that Riordan Lumber Company has a claim in the amount of $29.00 against Fife and Company in connection with contract No. 2376 which is for construction of a maintenance building at Seneca.

This is being forwarded to you inasmuch as you appear surety on the bond furnished by Fife and Company.

Very truly yours,

HBG:AM

Secretary

cc - Fife & Company
Nyssa, Oregon

NOTED
D. G. DeSart

Earl B. Moore
LAWYER
GRANT COUNTY
JOHN DAY, OREGON

RECEIVED
[illegible] 20 1941
S[illegible]SION

January 16, 1941

State Highway Commission
Salem, Oregon

Dear Friends:

I understand there is a contractor who built a building for the Oregon State Highway Commission at Seneca. Their name is Fife and Co., or some such name. They live at Nyssa.

They owe the Riordan Lumber Co. of this city $29.00, and this man has more or less politely told Mr. Riordan he would not pay the bill.

I would like to have a copy of their bond and any blanks necessary to file against their bond, which is given for the protection of laborers and material men.

Very truly yours,

Earl B Moore

EBM:bd

REFERRED TO
[illegible]
BY SECRETARY

Get me certified copy of contract & bond

ANSWERED
H. B. GLAISYER

RECEIVED
NOV 8 1940
FOR FILING

12-3407

November 7, 1940

Fife & Company,
Alberta Avenue
Nyssa, Oregon

Gentlemen:

We are sending to you today, by express, one fully executed copy of State Highway Contract No. 2376 which was awarded to you on October 11, 1940, covering the construction of a maintenance patrolmen's headquarters at Seneca, in Grant County. This copy of the contract is for your records and files.

Yours very truly,

HBG:MC

Secretary

NOTED
D. G. DeSart

RECEIVED
NOV 8 1940
FOR FILING

12-3607

November 7, 1940

United States Fidelity &
Guaranty Company,
Raymond C. Weiss, Agent
Bedell Building
Portland, Oregon

Gentlemen:

We are sending to you today, by express, one fully executed copy of State Highway Contract No. 2376 which was awarded to Fife & Company on October 11, 1940, for the construction of a maintenance station at Seneca, in Grant County.

This copy of the contract is for your records and files, inasmuch as you appear as surety on the bond furnished on this project.

Yours very truly,

HBG:MC

Secretary

12-3107

RECEIVED
OCT 22 1940
FOR FILING

UNITED STATES FIDELITY AND GUARANTY COMPANY
PORTLAND OFFICE
1112 BEDELL BUILDING, PORTLAND, OREGON
TELEPHONE: ATWATER 8511

MORRISON K. SPROTT
Manager

JOSEPH A. BOYCE
Superintendent of Claims

October 21, 1940

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

We are forwarding you today, under separate cover, four copies of contract and bond which we have executed for Fife & Co., of Nyssa, Oregon. This bond covers State Highway Contract No. 2376 for the construction of maintenance patrolmen's headquarters on the John Day Highway at Seneca in Grant County.

Very truly yours,

Supt. Surety Dept.

RCW/k

Received
10-22-40
D.B.D

RECEIVED
OCT 15 1940
FOR FILING

12-3407

October 14, 1940

FIFE & COMPANY
Alberta Street
Nyssa. Oregon

Gentlemen:

We are sending you today by express four copies of Contract No. 2376 which was awarded to you by the State Highway Commission on October 11, 1940, covering the construction of maintenance patrolmen's headquarters on the John Day Highway at Seneca, in Grant County.

Please execute all four copies of this contract as to agreement and bond and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph on page 25 relating to the Workmen's Compensation Act. You are expected to accept the terms of this Act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the paragraph on the same page, relating to the payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

MBL

RECEIVED
OCT 15 1940
FOR FILING

12-3407

October 14, 1940

Fife & Company
Nyssa, Oregon

Gentlemen:

The State Highway Commission on October 11, 1940, awarded you the contract for construction of a maintenance patrolmen's headquarters on the John Day Highway at Seneca, in Grant County. This award was based on your low bid of $19,532.25 submitted on that date.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

STATE HIGHWAY COMMISSION

By

AM Secretary

cc - S. H. Probert
O. E. Paxson

CONTRACT#2377

13-1016 Burns Section
Central Oregon Hwy. 1940
#2377

R

RECEIVED
OCT 11 1941
FOR FILING

13-1016

October 10, 1941

Chester F. Lackey
Ontario, Oregon

Dear Sir:

The State Highway Commission, at its meeting on July 24, 1941, granted you the extension of time requested from June 15 to June 23, 1941, in connection with contract No. 2377, for grading and surfacing the Burns Section of the Central Oregon Highway, in Harney County, subject to the condition that you reimburse the state for extra engineering expense incurred subsequent to the specified date of completion of the project.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

RS

cc - W. C. Williams

REFERRED TO

R

RECEIVED
SEP 30 1941
FOR FILING

13-1016

September 23, 1941

Shell Oil Company
1220 S. W. Morrison Street
Portland, Oregon

Gentlemen:

This will acknowledge receipt of your letter of September 19 and advise that contract No. 2377, with Chester T. Lackey, for work on the Burns Section of the Central Oregon Highway in Harney County, was completed June 21, 1941, and accepted by the State Highway Commission on July 24, 1941, and final payment has been made to the contractor.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

[illegible]

REFERRED TO

BY SECRETARY

NOTED

SHELL OIL COMPANY
INCORPORATED
1220 S.W. MORRISON STREET
PORTLAND, OREGON

RECEIVED
SEP 22 1941
OREGON
STATE HIGHWAY COMMISSION
TELEPHONE ATWATER 7321

September 19, 1941

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

Re: Contract #2377 - Burns Section Central Oregon Highway
Chester T. Lackey - Contractor

It will be appreciated if you will advise us the percentage of completion of this contract, or if completed, give us the date and also the date of acceptance if available. For your information, this same request was made on August 26.

A self-addressed, stamped envelope is enclosed for your convenience.

Very truly yours,

SHELL OIL COMPANY
Incorporated

Completed June 21
accepted July 21

FJH:GC
Encl.

FRANK J. HURNER
Division Credit Manager

RECEIVED
SEP 18 1941
FOR FILING

13-1016

SHELL OIL COMPANY
[illegible] MORRISON STREET
PORTLAND, OREGON

September 18, 1941

Shell Oil Company
1220 S. W. Morrison St.
Portland, Oregon

Gentlemen:

In answer to your request of August 26 you are advised that contract No. 2377, with Chester T. Lackey, for grading, and surfacing the Burns Section of the Central Oregon Highway was completed June 21 and accepted by the Highway Commission July 24. Final payment was mailed to Mr. Lackey in the early part of this month.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

DCD:RB

NOTED
D. C. DeSart

RECEIVED
AUG 28 1941
STATE HIGHWAY COMMISSION

SHELL OIL COMPANY
INCORPORATED
1220 S.W. MORRISON STREET
PORTLAND, OREGON
TELEPHONE ATWATER 7321

August 26, 1941

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. Glaisyer

Gentlemen:

Re: Contract #2377 - Burns Section Central
Oregon Highway
Chester T. Lackey - Contractor

It will be appreciated if you will advise us the percentage of completion of this contract, or if completed, give us the date and also the date of acceptance if available.

A self-addressed, stamped envelope is enclosed for your convenience.

Very truly yours,

SHELL OIL COMPANY,
Incorporated

FRANK J. HURNER
Division Credit Manager

FJH:GC
Encl.

RECEIVED
AUG 26 1941
FOR FILING

13-1016

August 25, 1941

United Pacific Insurance Company
Exchange Building
Seattle, Washington

Gentlemen:

You are hereby notified that State Highway contract No. 2377 for work on the Burns Section of the Central Oregon Highway in Harney County, has been completed by the contractor, Chester T. Lackey, and that final settlement will be made on or after September 3, 1941.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is served upon you since you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractor in connection with this contract will be $9,532.30, including final payment, and that no force account work was performed therein. This contract was completed on June 21, 1941, and accepted by the Commission on July 24, 1941.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

RS

Form E-1—6M—10-40

OREGON STATE HIGHWAY COMMISSION # 13

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 21, 19 41

Section Burns

Kind of work Grading and Surfacing

Highway Central Oregon

Section prefix 13-1016

Contractor Norris Brothers

Contract number 2377

Date of contract October 11, 1940

Date of completion June 15, 19 41

Date work started November 27, 1940

Estimated date of completion June 23, 19 41

Amount of contract . . . . . . $ 9,168.00

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering $11,838.72

Per cent of contract completed, based on total contract price . . . . 100 %

Engineering cost to date, $ 750.00/, 6.3 %

Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

All work will be complete on this contract today except a little finishing on curbs where they have been chipped by the blade.

NOTED

RECEIVED
JUN 23 19
OFFICE OF
CONSTRUCTION ENGINEER

Signed L. H. Nargill

Address Burns Oregon.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.39	0.39			
Miles partially completed					
Miles completed	0.39	0.39			
Total estimated quantities	1900 cy.	2160 cy.			
Estimated quantities moved or placed to date	1900 "	2160 "			
Average daily quantities		300 "			
Average daily quantities necessary to complete project on time					
Number shifts per day		1			
Hours per shift		8			
Average force on project for week		5			

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels 1, Power graders 1, Rollers 1, Mixers ...., Crushing or screening plants ....,

Compressors ...., Bulldozers ...., Sheet-foot rollers .... trucks 3 . . .., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	warm		
Monday	rainy		
Tuesday	"		
Wednesday	"		
Thursday	showers		
Friday	warm		
Saturday	warm		

STATE PRINTING DEPT.

RECEIVED
NOV 8 1940
FOR FILING

13-1016

November 7, 1940

Mr. Chester T. Lackey,
Ontario, Oregon

Dear Sir:

We are sending to you today, by express, one fully executed copy of State Highway Contract No. 2377 which was awarded to you on October 11 for the grading and surfacing of the Burns Section of the Central Oregon Highway, in Harney County. This copy of the contract is for your records and files.

Yours very truly,

HBG:MC

Secretary

NOTED
D. G. DeSart

RECEIVED
NOV 8 1940
FOR FILING

13-1016

November 7, 1940

United Pacific Insurance Co.,
c/o Earl Blackaby, Agent
Ontario, Oregon

Gentlemen:

We are sending to you today, by express, one fully executed copy of State Highway Contract No. 2377 which was awarded on October 11, 1940, to Chester T. Lackey for the grading and surfacing of the Burns Section of the Central Oregon Highway, in Harney County.

This copy of the contract is for your records and files inasmuch as you appear as surety on the bond furnished in connection therewith.

Yours very truly,

HBG:MC

Secretary

RECEIVED
OCT 26 1940
FOR FILING

13 - 1016

UNITED PACIFIC
Insurance Company
EXCHANGE BUILDING
SEATTLE, WASHINGTON

October 23, 1940.

Oregon State Highway Commissioner
Salem, Oregon

Gentlemen:

Re: Bond #36738 -
Burns Section - Central Oregon Highway
Harney County, State Contract No. 2377
Contractor - Chester T. Lackey

It is our pleasure to enclose herewith Specifications and Contract Agreement and Bond in quadruplicate. The contract and bond have been properly executed by Mr. Lackey as contractor and the bond executed by the writer for the United Pacific Insurance Company as surety. We sincerely trust you will find the enclosures in order.

Very truly yours,

J R Price

Joe Price - Assistant Manager
Fidelity and Surety Department

JP:MM
4 Enclosures

CC: Mr. Earl Blackaby
Ontario, Oregon

Received 10-25-40

RECEIVED
OCT 17 1940
FOR FILING

13-1016

October 16, 1940

Mr. Chester T. Lackey
Box 60
Ontario, Oregon

Dear Sir:

We are sending you today by express four copies of Contract No. 2377 which was awarded to you by the State Highway Commission on October 11, 1940, covering the grading and surfacing of the Burns Section of the Central Oregon Highway, in Harney County.

Kindly execute all four copies of this contract as to agreement and bond and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety of your bond.

Your special attention is called to the paragraph under Section 6 (page 15) of the printed General Provisions, relating to the Workmen's Compensation Act. You will be expected to accept the terms of this Act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the paragraph on the same page, relating to the payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

NOTED
D. G. DeSart

MEL

RECEIVED
OCT 15 1940
FOR FILING

13-1016

October 14, 1940

Mr. Chester T. Lackey
Ontario, Oregon

Dear Sir:

The State Highway Commission on October 11, 1940, awarded you the contract for 0.40 mile grade widening and surfacing on the Burns Section of the Central Oregon Highway, in Harney County. This award was based on your low bid of $9,168.00 submitted on that date.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

AH

cc - S. H. Probert
G. S. Paxson

CONTRACT#2318

16-4203 Wasco Co.Line-Madras Rock Prod.Proj.
The Dalles-California Hwy. 1940

#2378

RECEIVED
APR 12 1941
FOR FILING

16-4203

April 11, 1941

GREAT AMERICAN INDEMNITY COMPANY
c/o Harvey Wells-Reed Insurance Agency
Failing Building
Portland, Oregon

Gentlemen:

You are hereby notified that State Highway Contract No. 2378 for furnishing crushed rock in stock piles on the Wasco County Line-Madras Section of The Dalles-California Highway, in Jefferson County, has been completed by the contractor, H. L. O'Neil & Son, and that final settlement will be made by the state with said contractor on or after April 21, 1941.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is served upon you since you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractor in connection with this contract will be $10,558.25, including final payment, and that no force account work was performed therein. This contract was completed February 3, 1941, and accepted by the Commission on April 3, 1941.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

NOTED
D. G. DeSart

DGD:HBL

a

RECEIVED

16-4203

March 11, 1941

GREAT AMERICAN INDEMNITY COMPANY
C/O Harvey Wells-Reed Insurance Agency
Failing Building
Portland, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to M. L. O'Neil & Son on Contract No. 2378 for furnishing crushed rock on the Wasco County Line-Madras Section of the The Dalles-California Highway, in Jefferson County. This payment, in the amount of $583.78, will be made on or after March 21, 1941. The retained percentage is $790.43.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied and you are advised that the state assumes no responsibility for any such claims should there be any.

Kindly acknowledge receipt of this letter.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

DGD:mbl

NOTED
D. G. DeSart

.Baldock

16-4203

COST ANALYSIS-FINAL REPORT
Wasco Co. Line-Madras Rock Production
The Dalles-California Highway

Contract No. 2378
M. L. O'Neil, Contractor

Prefix 16-4203
W. S. Hodge, Resident Engineer

Description	Cost	Quantity	Unit Cost	Unit Bid	Gross Revenue
3/4"-½" Cr. Rock in S.P.	$4,005.57	3,739.1 cu. yd.	1.07	0.96	$3,589.54
½"-¼" " " " "	3,364.53	3,140.7 " "	1.07	0.96	3,015.07
¼"-10 Mesh Cr. Rock in S.P.	1,574.76	1,470.0 " "	1.07	0.96	1,411.20
Haul Cr. Rock, Pile Measure	2,202.64	30,835.2 yd. mi.	0.07	0.075	2,312.64
Hauling & Stockpiling Rejects	258.03				258.03
	$11,405.53				$10,586.48

Total Cost	$11,405.53
Gross Revenue	10,586.48
Net Loss	$819.05

Net Loss Equals 7.7% of Gross Revenue

Wasco Co. Line-Madras

Detail of Cost

Labor:		
Supervision (A. Saxton)	$373.71	
Labor	3,930.07	
State Industrial Insurance	192.52	
Unemployment Insurance	129.11	
Social Security	43.04	
		$4,668.45
Equipment Rental, Small Tools & Misc. Supplies:		
Equipment Rental	$2,906.15	
Hired Trucks	1,406.41	
Explosives	727.91	
Small Tools & Misc. Supplies	678.30	
Gas, Oil and Grease	607.07	
Lumber	202.40	
Bond	105.86	
General Overhead	100.00	
Freight & Cartage	2.98	
		6,737.08
Total Cost		$11,405.53

Wasco Co. Line-Madras

REMARKS:

This contract was bid and awarded October 11th, 1940. The plant set-up was started December 5th, crushing on January 5th, and the contract was complete February 3rd, 1941.

A small crushing plant consisting of a 10 x 36 jaw crusher, 28" gyratory crusher, 2 - 60 h.p. diesel motors and 2 screens was set up at the specified quarry at M.P. 84.7 of The Dalles-California Highway. This was a good quarry, the rock breaking to about 6" minus when shot with an average of 0.57 lb. of powder per cu. yd. Material was bulldozed to the plant with a 50 h.p. tractor and dozer. A total of 447 hours were worked to produce the 8,349 cu. yd. for an hourly average production of 18.6 cu. yd. A breakdown of the crushing costs is as follows:

	Cost	Quantity	Unit Cost
Drill and Shoot	$1,171.26	8,349.8 cu. yds.	$0.14
Move In & Set Up	1,558.18	" " "	0.19
Bulldoze Mat'l to Plant	1,357.27	" " "	0.16
Crush	4,321.33	" " "	0.52
Handle in Stockpile	330.96	" " "	0.04
General Overhead & Bond	205.86	" " "	0.02
	$8,944.86	8,349.8 cu. yds.	$1.07

A loss is shown on the crushing due to excessive labor about the plant and a low hourly production.

E. H. Clymer
Cost Analyst

By . . J. D. Nelson

✓9

Form E-1—5M—5-40

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

Final Report

For Week Ending Feb. 26, 1941

Section Wasco Co. Line ~~&~~- Madras

Kind of work Rock Production in stock Piles

Highway The Dalles- California

Section prefix 16-4203

Contractor M. C. O'Neil and Son

Contract number 2378

Date of contract Oct. 11, 1940

Date of completion May 15, 1941

Date work started Dec. ~~15~~ 5, 1940

Estimated date of completion Feb. 3, 1941

Amount of contract $ 10539.00

Per cent of time elapsed 58.0 %

Estimated cost of completed project, exclusive of engineering $ 10586.48

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date, $ 653.41, 5.92 %

Date project was completed Feb. 3, 1941

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The contracter started to move in Dec. 5th and began to set up the plant and got it ready to go about Dec. 20th and quit operation for the holidays. They began crushing and stock piling rock Jan.6th and finished Feb. 3rd. They had practically no trouble with the crushing plant but had several delays due to the dozer breaking ~~so~~ down. They used the dozer to bring the rock to the crusher.

The grades of rock produced are very good and passed good tests. They had some difficulty in getting into the stock piles at the latter end of the job due to~~th~~ the frost going out.

There are 723 cy. of rejections ($\frac{3}{4}$" to 1") to 0" piled near the crusher for which nothing was allowed as it is undesirable material, mostly dirt.

Semi-Final sent to Bend Feb. 27.

NOTED
E. G. SMITH

H. N. HACKETT

RECEIVED
FEB 28 1941

NOTED
State Highway Engineer

Signed A. S. Hodge

Address Madras

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project			20.54		
Miles partially completed					
Miles completed					
Total estimated quantities			9382		
Estimated quantities moved or placed to date			9382	All grades	
Average daily quantities			220		
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week			0		

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....,

Compressors ...., Bulldozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	cloudy		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday			
Friday			
Saturday			

STATE PRINTING DEPT.

RECEIVED
NOV 8 1940
FOR FILING

16-4203

November 7, 1940

H. L. O'Neil & Son,
Route 1
Eugene, Oregon

Gentlemen:

We are sending to you today, by express, one fully executed copy of each of the following contracts which were awarded to you recently by the State Highway Commission:

Contract No. 2378 covering the furnishing of crushed rock in stock piles for the Wasco County Line-Madras Section of The Dalles-California Highway, in Jefferson County.

Contract No. 2380 covering the furnishing of crushed rock in stock piles for the Ironsides-Brogan Section of the John Day Highway, in Malheur County.

These copies of the contracts are for your records and files.

Yours very truly,

HBG:MC

Secretary

NOTED
D. G. DeSart

RECEIVED
NOV 8 1940
FOR FILING

16-4303

November 7, 1940

Great American Indemnity Co.,
Fred C. Reed, Agent
Failing Building
Portland, Oregon

Gentlemen:

We are sending to you today, by express, one fully executed copy of the following State Highway Contracts which were recently awarded to M. L. O'Neil & Sons [illegible]

Contract No. 2378, Furnishing crushed rock in stock piles for the Wasco County Line-Madras Section of The Dalles-California Highway, in Jefferson County.

Contract No. 2380, furnishing crushed rock in stock piles on the Ironsides-Brogan Section of the John Day Highway, in Malheur County.

These copies of the above contracts are for your records and files.

Yours very truly,

HBG:MC

Secretary

16-4203

GREAT AMERICAN INDEMNITY COMPANY

NEW YORK

Portland, Oregon

October 25, 1940

Oregon State Highway Commission
Salem, Oregon

Re: M. L. O'Neil & Son
Contracts Nos. 2378 and 2380

Gentlemen:

We are sending you, under separate cover, four copies each of the above contracts, having executed the bonds therein.

Very truly yours

HARVEY WELLS-REED INSURANCE AGENCY

By

Fred C. Reed

FCR
bs:

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OCT 17 1940
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16-4203

October 16, 1940

N. L. O'NEIL & SON
Route 1
Eugene, Oregon

Gentlemen:

We are sending you today by express four copies of each of the following contracts which were awarded to you by the State Highway Commission on October 11 and October 15, respectively:

Contract No. 2378 - Furnish crushed rock in stock piles on the Wasco County Line-Madras Section of The Dalles-California Highway, in Jefferson County

Contract No. 2380 - Furnish crushed rock in stock piles on the Ironside-Brogan Section of the John Day Highway, in Malheur County

Kindly execute all four copies of each of these contracts as to agreement and bond and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy of each contract will be returned to you for your records and files. We will also send copies to the surety on your bonds.

Your special attention is called to the provision under Section 6 (page 15) of the printed General Provisions, relating to the Workmen's Compensation Act. You will be expected to accept the terms of this Act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the paragraph on the same page, relating to payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours,

STATE HIGHWAY COMMISSION
By

NOTED
D. G. DeSart

Secretary

cc - N. L. O'Neil & Son
Canyon City, Oregon

MEL

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OCT 15 1940
FOR FILING

16-4203

October 14, 1940

M. L. O'Neil & Son
Route 1
Eugene, Oregon

Gentlemen:

The State Highway Commission on October 11, 1940, awarded you the contract for furnishing approximately 8,400 cu. yds. crushed rock in stock piles on the Wasco County Line-Madras Rock Production Project on The Dalles-California Highway, in Jefferson County. This award was based on your low bid of $10,539.00 submitted on that date.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AM

cc - S. H. Probert
G. S. Paxson

CONTRACT # 2379

248-A3,B2,C2,D2 Troutdale-Oneonta 1940
Sec., Columbia River Hwy.
#2379

RECEIVED
JUL 6 1942
FOR FILING

[illegible]

July 3, 1942

Shell Oil Company, Inc.
1220 S. W. Morrison St.
Portland, Oregon

Gentlemen: Attention Frank J. Burner

In accordance with your letter of June 26, you are advised that contract No. 2379, with K. L. Coulter, was completed August 30, 1941, and accepted September 5, 1941 by the State Highway Commission.

The total amount of money paid on this contract was $73,797.32.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

ES

NOTED
D. G. DeSart

SHELL OIL COMPANY
INCORPORATED
1220 S.W. MORRISON STREET
PORTLAND, OREGON

TELEPHONE ATWATER 7321

June 26, 1942

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. Glaisyer

Gentlemen:

Re: K. L. Goulter
Contract #2379

It will be appreciated if you will tell us on what date this contract was completed and accepted by your office or if the contract is not finished, please advise the percentage of completion and the amount of money paid to the contractor.

A self-addressed envelope is enclosed for your convenience.

Very truly yours,

SHELL OIL COMPANY
Incorporated

FRANK J. HURNER
Division Credit Manager

FJH:GL
Encl.

R

RECEIVED
NOV 6 1941

248-a-3

November 5, 1941

Union Pacific Railroad
Portland, Oregon

Attention S. Murray

Gentlemen:

This will acknowledge receipt of your letter of November 4, requesting information on K. L. Coulter's contract for work on the Troutdale-Onconta Section of the relocated Columbia River Highway.

All work listed in this letter was included under K. L. Coulter's contract No. 2379 for embankment topping and slope protection on the Troutdale-Onconta Section of the Columbia River Highway in Multnomah County.

Work thereon was completed August 30, 1941, and accepted by the Highway Commission September 5, 1941.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

DOD:RS

NOTED
D. C. DeSart

R

Form 8010
8-41-5M

UNION PACIFIC RAILROAD COMPANY

OPERATING DEPARTMENT

S. MURRAY,
RESIDENT ENGINEER

PORTLAND, OREGON

November 4, 1941

RECEIVED
NOV 5 - 1941
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock - Chief Engineer
State Highway Commission
Salem, Oregon

Dear Sir:

Our records indicate that on October 18, 1940, the State entered into a contract with K. L. Goulter for highway construction work on the Troutdale - Oneonta Section of relocated Columbia River Highway consisting of:

1. Construction of 4.2 miles of rock roadbed topping, involving approximately 29,800 cubic yards of excavation.
2. Construction of 2.8 miles of rock embankment slope protection, involving approximately 104,900 cubic yards of excavation.

The work being in four locations designated as follows:

	Section Name	Station Limits of Section
1.	E. Unit, Troutdale - Corbett	615 to 730+80
2.	Corbett Sta. - Rooster Rock	802+40 to 810
3.	Bridal Veil - Benson Park	1093 to 1158
4.	Multnomah Falls - Oneonta	1308 to 1350

If the work under this contract has been completed will you kindly advise me the dates of completion and acceptance by the Highway Commission.

This information is desired in connection with bond furnished in favor of the Railroad Company.

Yours truly,

S Murray

S MURRAY

248-a-3

R.H. Boldock R

October 24th, 1941

Troutdale-Oneonta
Contract #2379

FINAL COST ANALYSIS

Embankment Topping & Slope Protection Columbia River Highway
Prefix #26-1146
K. L. Goulter, Contractor
Carl Peterson, Resident Engineer

Item	Cost	Quantity		Unit Cost	Unit Bid	Gross Revenue
Excavation of Corbett Quarry, Unclassified	$23,140.51	60,453.8	cu. yd.	$0.38	$0.40	$24,181.52
Excavation at Tunnel Point, Unclassified	2,326.17	4,218.4	" "	0.55	0.60	2,531.04
Excavation at Coopey Quarry, Unclassified	12,728.39	28,797.2	" "	0.44	0.50	14,398.60
Excavation at Oneonta Borrow Pit, Truck Measure, Unclassified	6,604.27	60,124	" "	0.11	0.25	15,031.00
Truck Haul, Excavation Measure	28,912.10	119,335.6	yd. mi.	0.24	0.10	11,933.56
Truck Haul, Truck Measure	12,882.04	71,520	" "	0.18	0.08	5,721.60
	$86,593.48					$73,797.32

Total Cost	$86,593.48
Gross Revenue	73,797.32
Net Loss	$12,796.16

Net Loss Equals 17.3% of Gross Revenue

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State Highway Engineer

Troutdale-Oneonta

Detail of Cost

Labor:		
Supervision, Supt. & Timekeeper	$4,324.73	
Labor	22,619.47	
State Industrial Accident Insurance	1,401.10	
Social Security & Unemployment Insurance	1,077.77	
		$29,423.07
Equipment Rental & Misc. Supplies:		
Equipment Rental	$12,031.00	
Hired Trucks, Not including drivers	28,369.23	
Gas, Oil & Grease	2,626.49	
Misc. Supplies & Small Tools	1,376.90	
Explosives	7,231.02	
Drill Steel	583.22	
Field Office Expense	843.02	
Bond	738.33	
Move In, Freight & Cartage	2,291.20	
Special Bond & Public Liability Insurance	1,739.71	
Home Office & General Overhead - 3% of Gross Revenue	2,214.98	
		60,095.10
		$89,518.17
Credit for Rental of Cat & Dozer to General Const. Co.		- 1,349.78
" from Insurance Co. for Shovel Accident		- 1,574.91
Net Cost		$86,593.48

Troutdale-Oneonta
Embankment & Slope Protection
K. L. Goulter, Contractor

Breakdown of Costs by Sections

Oneonta Section - Talus Borrow - Excavation, Truck Measure:

Excavation Costs

	Cost	Quantity	Unit Cost
Load in Pit	$2,648.87	60,124 cu. yd.	$0.044
Handle on Road	1,842.75	" " "	0.031
Proratable, Move In, Supv., Bond & Overhead	2,112.59	" " "	0.035
	$6,604.21	60,124 cu. yd.	$0.110

Average Production - 177 cu. yd. per hr.

Hauling Costs

	Cost	Quantity	Unit Cost
Hired Trucks	$12,384.00	71,520 yd. mi.	$0.173
Maintain Haul Road	211.97	" " "	0.003
Bond & Overhead	286.07	" " "	0.004
	$12,882.04	71,520 yd. mi.	$0.180

Coopey Quarry - Excavation Measure:

	Cost	Quantity	Unit Cost
Drill & Shoot	$6,289.53	28,797.2 cu. yd.	$0.218
Load in Quarry	2,409.26	" " "	0.084
Handle on Road	1,194.98	" " "	0.041
Proratable, Move In, Supv., Bond & Overhead	2,834.62	" " "	0.098
	$12,728.39	28,797.2 cu. yd.	$0.441

Average Production - 106.6 cu. yd. per hr.

Haul to Road - Excavation Measure

	Cost	Quantity	Unit Cost
Hired Trucks	$8,028.00	33,094.2 yd. mi.	$0.243
Improve & Maintain Haul Road (Including Flagging)	397.28	" " "	0.012
Bond & Overhead	231.65	" " "	0.007
	$8,656.93	33,094.2 yd. mi.	$0.262

Troutdale-Oneonta
Embankment Topping & Slope Protection
K. L. Goulter

Breakdown of Costs

Corbett Quarry - Excavation Measure

	Cost	Quantity	Unit Cost
Drill & Shoot	$9,539.96	60,518.6 cu. yd.	$0.158
Load in Pit	6,804.20	" " "	0.112
Handle on Fill	3,125.36	" " "	0.052
Proratable, Move In, Supv., Bond & Overhead	3,670.99	" " "	0.061
	$23,140.51	60,518.6 cu. yd.	$0.383

Average Production - 112.0 cu. yd. per hr.

Haul to Road - Excavation Measure

	Cost	Quantity	Unit Cost
Hired & Owned Trucks	$17,395.24	86,334.5 yd. mi.	$0.201
Bond & Overhead	2,682.58	" " "	0.031
Maintain Haul Road	177.35	" " "	0.002
	$20,255.17	86,334.5 yd. mi.	$0.234

Tunnel Point - Excavation Measure

	Cost	Quantity	Unit Cost
Drill & Shoot	$928.05	4,218.4 cu. yd.	$0.220
Load in Cut	303.77	" " "	0.072
Handle on Fill	249.19	" " "	0.059
Haul to Road (All free haul less than 1000 feet)	447.66	" " "	0.106
Proratable, Supv., Move In, Bond & Overhead	397.50	" " "	0.094
	$2,326.17	4,218.4 cu. yd.	$0.551

Average Production - 122 cu. yd. per hr.

REMARKS:

This contract, which required the placing of embankment topping and slope protection on the hydraulic dredged fill, was bid on October 11th, 1940. The contractor started the work on January 3rd, and completed on August 30th, 1941.

No drilling or shooting was required at the Oneonta borrow pit, which is situated in a talus slide. At the Coopey quarry 5 short coyote holes were drilled and shot simultaneously, and no further shooting was required. An average of 3/4 of a pound of powder was used per cubic yard. At the Corbett quarry the contractor was required to lower the floor of the quarry, and a wagon drill was used for placing down holes. After the loose material was moved a single coyote hole was driven, and all of the remaining yardage was secured from the shot, although it was necessary to plug shoot large boulders as the excavation progressed. The Tunnel Point cut was drilled with down holes using the wagon drill. An average of 0.6 lb. of powder was used at the Corbett quarry.

The contractor used a 2-yard Northwest shovel for loading material from the Oneonta pit and the Coopey quarry. This shovel was replaced during the excavation at the Corbett quarry with a new 1-3/4 yd. Bucyrus. Loading costs were lowest at the Oneonta pit due to the excavation being measured in trucks.

Ten-yard and twelve-yard trucks were used for hauling on the Oneonta and Bridal Veil sections and also for most of the hauling from the Corbett quarry. The contractor used his Linn trucks for short hauls at Corbett and for all the hauling at Tunnel Point. Hauling roads from the various pits had been constructed on previous contracts, but the contractor found it necessary to place some additional rock on the roads and to do some maintaining.

An RD-8 cat was used for spreading the rock on the roadbed, and the material used for slope protection was dumped over the edge of the shoulder and dozed into place.

The contractor was able to make a profit on the excavation bids but lost on the hauling. Hauling costs on this contract, as well as on previous contracts using the same sources of rock, are high as the pit run rock when placed makes a very rough haul road, thus forcing the trucks to operate at low travel speeds.

E. H. Clymer
Cost Analyst

By . . V. R. Jones

R

RECEIVED
OCT 25 1941
FOR FILING

248-a-3

October 24, 1941

General Casualty Company of America
Mansfield and Company
310 Lewis Building
Portland, Oregon

Gentlemen:

You are hereby notified that state highway contract No. 2379 for work on the Troutdale-Oneonta Section of the Columbia River Highway, in Multnomah County, has been completed by the contractor, K. L. Goulter, and that final settlement will be made on or after November 3, 1941.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisifed, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is served upon you since you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractor in connection with this contract will be $73,797.32, including final payment, and that no force account work was performed therein. This contract was completed on August 30, 1941, and accepted by the Commission September 5, 1941.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

MM

NOTED
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OCT - 6 1941

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

September 29, 1941

248-B-2
2379

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Final inspection of Oregon SN-FAP 248-B (2), Troutdale-Corbett Section of the Columbia River Highway, was made by a representative of this office on September 24, 1941

Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Sr. Highway Engineer

Tron

~~248-B-2~~

Stencil No. 124

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1941
FOR FILING

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

a

Oregon FAP 248-B(2)
The East Unit, Troutdale-
Corbett Sec.of the Columbia
River Hwy.

March 28, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the ______________ project agreement and certificate for the above-numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Sr. Highway Engineer

Encl.

Jmn

5

Wa4PR-9571

Form P. R. 2

State Oregon

Federal Aid Project No. 218-B(2)

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 4th day of March, 1941

by and between The Oregon State Highway Commission, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Federal Works Administrator, hereinafter called the Administrator, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 20th day of September, 1938, a project statement, which was approved on the 26th day of October, 1938, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated for the administration of the Federal Highway Act, has furnished surveys, plans, specifications, and estimates for Section B(2) of said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 26th day of September 1940; and

Whereas the Administrator has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of twenty-three thousand, four hundred ninety and no/100 dollars ($23,490.00) as the share of the United States payable under said act on account of Section B(2) of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Administrator do hereby mutually agree as follows:

16—11379

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 329, laws 1939.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources
(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 615+00 in the NW 1/4 Sec. 29, T. 1 N., R. 4 E., W. M., and survey station 730+00 in Lot 2, Sec. 27, T. 1 N., R. 4 E., W. M.

, length 2.195 miles, in Multnomah County, being Section B(2) of Oregon Federal Aid project No. 218, consisting of 2.195 miles of roadway and no bridges[redacted] of more than 20 feet clear span.

[redacted]

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Administrator or his agents, and in accordance with the laws of said State, the rules and regulations of the Administrator, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Administrator or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Administrator, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section B(2) of said project shall not in any event exceed the sum of twenty-three thousand, four hundred ninety and no/100 dollars ($23,490.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of thirty-eight thousand, five hundred and no/100 dollars ($38,500.00), the approved total estimated cost of Section B(2) of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Administrator shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Administrator after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

The Administrator reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 329, laws 1929. (Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Administrator on the ______ day of MAR 17 1941, 19__

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell
Chairman, State Highway Commission
(Title of officer)

By ______
Member, State Highway Commission
(Title of officer)

By ______
Member, State Highway Commission
(Title of officer)

By ______
______
(Title of officer)

By ______
______
(Title of officer)

FEDERAL WORKS ADMINISTRATOR,

By ______
Acting Commissioner of Public Roads.

Form P.R. 3—Revised

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Agency as Federal Aid Project No. 243-B(2), State of Oregon

Second. That in accordance with said provisions I have approved the sum of $38,500.00 as the total estimated cost of said project, and the sum of $23,100.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this ______ day of ______ one thousand nine hundred and MAR 17 1941

Federal Works Administrator,

By O'Leary
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 10—10180

March 5, 1941

Mr. V. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

We are enclosing herewith two signed copies of project agreement for the East Unit, Troutdale-Corbett Station Section, Project No. FA 248-B (2).

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GB

Encl.

RECEIVED
JAN 24 1941
FOR FILING

248-B-2

January 17, 1941

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

We are enclosing herewith seven copies of estimate as basis for project agreement for the East Unit, Troutdale-Corbett Station Section, Project No. FA 248-B (2).

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

Federal Aid Project No. 248-B (2)

EAST UNIT, TROUTDALE-CORBETT STATION SECTION
OF THE COLUMBIA RIVER HIGHWAY IN MULTNOMAH COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, January 15, 1941

Roadway (Sta. 615+00 to 730+80)

64,500	cu. yds.	Excavation at Corbett Quarry, Unclassified	$ 0.40	$ 25,800.00
92,000	yd. mi.	Truck Haul, Excavation Measure	0.10	9,200.00
		Subtotal		$ 35,000.00
		10% Engr. & Cont.		3,500.00
		Total		$ 38,500.00

Length	2.193 miles
Cost per mile	$ 17,555.85

Federal Aid Funds	$ 23,490.00
State Funds	15,010.00
	$ 38,500.00

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

Oregon FAP 248-B (2)
East Unit, Troutdale-Corbett
Station Section

State Highway Engineer
Salem, Oregon

[illegible] the agreement was based, together with [illegible]

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

(Stencil #28)

IN YOUR REPLY PLEASE REFER TO FILE No. Oregon FAP 248-B (2)
East Unit, Troutdale-Corbett
Station Section
Columbia River Highway

February 14, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature and return to this office.

Enclosed is an approved copy of the detail estimate, upon which the agreement was based, together with approved copy of specifications.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Sr. Highway Engineer

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

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28 1940

September 26, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Federal Aid Project No. 248-B (2), the East Unit, Troutdale-Corbett Section of the Columbia River Highway, have today been recommended for approval, subject to final review and approval by the Commissioner of Public Roads. This is your authority to advertise for bids.

Prompt submission of the bid tabulation and agreement estimate will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By F. E. Andrews

F. E. Andrews
Sr. Highway Engineer

EAST UNIT, TROUTDALE-CORBETT STATION SECTION

PROJECT NO. FA 248-E (2)

All necessary right of way has been acquired for this project.

R. H. BALDOCK
Chief Engineer

By

J. W. Nash
Asst. Office Engineer

September 23, 1940

R

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FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

September 29, 1941

248-A-3

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Final inspection of Oregon SN-FAP 248-A (3), Corbett Station-Rooster Rock Section of the Columbia River Highway ______, was made by a representative of this office on September 24, 1941.

Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Sr. Highway Engineer

Tom

RECEIVED
SEP 24 1941
FOR FILING

248-A-3

September 24, 1941

General Casualty Company of America
Mansfield and Company
310 Lewis Building
Portland, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to K. L. Coulter, on contract No. 2379, covering embankment topping and slope protection work on the Troutdale-Oneonta Section of the Columbia River Highway in Multnomah County. This payment, in the amount of $7,256.20, will be made on or after October 4, 1941. The retained percentage is $2,214.98.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

MM

NOTED
D. C. DeSart

Form E-1—5M—10-40

R

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

248-G-3

For Week Ending Aug. 30, 19 41

Section Troutdale-Oneonta

Kind of work Emb. Topping & Slope Protection

Highway Columbia River

Section prefix 26-114-6

Contractor K. L. Goulter

Contract number 2379

Date of contract Oct. 11, 19 40

Date of completion Nov. 30, 19 41

Date work started Jan. 3, 19 41

Estimated date of completion Aug. 30, 19 41

Amount of contract $ 67935.00

Per cent of time elapsed 83 %

Estimated cost of completed project, exclusive of engineering $ 77371

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date, $ 1850.00, 2 4/5 %

Date project was completed Aug. 30, 19 41

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor completed the rock toe embankment at Tunnel Point (A section) this week.

Division Engineer E. A. Collier here Thursday.

Engineer Crew remeasured Corbett Quarry this week.

RECEIVED SEP 2 1941

Signed Carl A. Peterson

Address Troutdale

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	3	4.2			
Miles partially completed	—	—			
Miles completed	3	4.2			
Total estimated quantities	115900	29800			
Estimated quantities moved or placed to date	115900	29800			
Average daily quantities	1000				
Average daily quantities necessary to complete project on time	—				
Number shifts per day	1				
Hours per shift	8				
Average force on project for week	14				

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men	8					3	11
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons	3						3
Men and tractors							

Equipment used during week: Shovels 1, Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....,

Compressors ...., Bulldozers 1, Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Cloudy		
Monday	Rain		
Tuesday	"		
Wednesday	"		
Thursday	Cloudy		
Friday	Fair		
Saturday	Cloudy		

248-C-2

2379

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MAY 1941
FOR

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

Stencil No. 3.

IN YOUR REPLY PLEASE
REFER TO FILE No.____________

May 21, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Final inspection of Oregon Federal Aid Project No. SN-FAP 248-C (2), Bridal Veil-Benson Park Section of the Columbia River Highway, was made by a representative of this office on May 5, 1941. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By T. M. Davis
T. M. Davis
Sr. Highway Engineer

a

248-C-2

~~Stencil No. 124~~

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FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

March 28, 1941

Oregon FAP No.248-C(2)
The Bridal Veil- Benson
Park Sec.of Columbia Riv.Hwy.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the _______________ project agreement and certificate for the above-numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L Caufield
L. J. Caufield
Sr. Highway Engineer

Encl.

Jeon

Way pr-9572

Form P. R. 2

State Oregon

Federal Aid Project No. 216-C(2)

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 4th day of March, 1941

by and between the Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Federal Works Administrator, hereinafter called the Administrator, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 20th day of September, 1939, a project statement, which was approved on the 26th day of October, 1939, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated for the administration of the Federal Highway Act, has furnished surveys, plans, specifications, and estimates for Section C(2) of said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 26th day of September 1940; and

Whereas the Administrator has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of nine thousand, four hundred sixty and no/100 dollars ($9,460.00) as the share of the United States payable under said act on account of Section C(2) of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Administrator do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State ; Chap. 175, laws 1917; Chap. 31, laws 1929; Chap. 389, laws 1939.
(include date and citation of act of legislature by which authorized)

(*b*) From other sources
(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 1093+00 in Lot 2, Sec. 15, T. 1 N., R. 5 E., W. M., and survey station 1152+00 in Lot 1, Sec. 14, T. 1 N., R. 5 E., W. M.

, length 1.231 miles, in Multnomah County, being Section A(2) of Oregon Federal Aid project No. 248, consisting of 1.231 miles of roadway and no bridge[illegible] of more than 20 feet clear span.

[illegible]

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Administrator or his agents, and in accordance with the laws of said State, the rules and regulations of the Administrator, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Administrator or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Administrator, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section C(2) of said project shall not in any event exceed the sum of nine thousand, four hundred sixty and no/100 dollars ($9,460.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of fifteen thousand, five hundred ten and no/100 dollars ($15,510.00), the approved total estimated cost of Section C(2) of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Administrator shall from time to time draw warrants on the Secretary of the Treasury for the payment to

the State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Administrator after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

The Administrator reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. [illegible], Laws 1919.
(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Administrator on the ____ day of MAR 17 1941, 19__

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell
Chairman, State Highway Commission
(Title of officer)

By ____
Member, State Highway Commission
(Title of officer)

By ____
Member, State Highway Commission
(Title of officer)

By ____
____
(Title of officer)

By ____
____
(Title of officer)

FEDERAL WORKS ADMINISTRATOR,

By H. J. O'Leary
Acting Commissioner of Public Roads.

Form PR. 3—Revised

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Agency as Federal Aid Project No. 248-C(2), State of Oregon.

Second. That in accordance with said provisions I have approved the sum of $15,510.00 as the total estimated cost of said project, and the sum of $9,160.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this ______ day of ______ one thousand nine hundred and MAR 17 1941

Federal Works Administrator,

By ______
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—10150

March 5, 1941

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

We are enclosing herewith two signed copies of project agreement for the Bridal Veil-Benson Park Section, Project No. FA 248-C (2).

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

E. H. Probert
Office Engineer

Dist. by J. W. Nash/OS

Encl.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

(Stencil #28)

IN YOUR REPLY PLEASE REFER TO FILE No. Oregon FAP 248-C (2)
Bridal Veil-Benson Park Sec.
Columbia River Highway

February 17, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature and return to this office.

Enclosed is an approved copy of the detail estimate, upon which the agreement was based, together with approved copy of specifications.

Very truly yours,

W. H. LYNCH
District Engineer

By L. Caufield
L. J. Caufield
Sr. Highway Engineer

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JAN 24 1941
FOR FILING

248-C-2

January 17, 1941

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

We are enclosing herewith seven copies of estimate as basis for project agreement for the Bridal Veil-Benson Park Section, Project No. FA 248-C (2).

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department Federal Aid Project No. 248-C (2)

BRIDAL VEIL-BENSON PARK SECTION
OF THE COLUMBIA RIVER HIGHWAY IN MULTNOMAH COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, January 15, 1941

Roadway (Sta. 1093+00 to 1158+00)

24,000	cu. yds.	Excavation at Coopey Quarry, Unclassified	$ 0.50	$ 12,000.00
21,000	yd. mi.	Truck Haul, Excavation Measure	0.10	2,100.00
		Subtotal		$ 14,100.00
		10% Engr. & Cont.		1,410.00
		Total		$ 15,510.00

Length 1.231 mile
Cost per mile $ 12,599.51

Federal Aid Funds- $ 9,460.00
State Funds- 6,110.00
$ 15,570.00

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

Oregon State Highway Department   Federal Aid Project No. 248-C (2)

BRIDAL VEIL-BENSON PARK SECTION
OF THE COLUMBIA RIVER HIGHWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, September 23, 1940

Roadway (Sta. 1093+00 to 1158+00)

24,000	cu. yds.	Excavation at Coopey Quarry, Unclassified	$ .60	$ 14,400.00
21,000	yd. mi.	Truck Haul, Excavation Measure	.12	2,520.00
		Subtotal		$ 16,920.00
		10% Engr. & Cont.		1,692.00
		Total		$ 18,612.00

Length 1.231 Mile
Cost per mile $ 15,119.41

Federal Aid Funds	$ 11,360.00
State Funds	7,252.00
	$ 18,612.00

BRIDAL VEIL-BENSON PARK SECTION

PROJECT NO. FA 248-C (2)

All necessary right of way has been acquired for this project.

R. H. BALDOCK
Chief Engineer

By

J. W. Nash
Asst. Office Engineer

September 23, 1940

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

September 26, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S. & E. documents for Oregon Federal Aid Project 248-C (2), the Bridal Veil - Benson Park Section of the Columbia River Highway, have today been recommended for approval, subject to final review and approval by the Commissioner of Public Roads. This is your authority for advertising.

Prompt submission of the bid tabulation and agreement estimate will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By:

F. E. Andrews
Sr. Highway Engineer

248-A-3

Stencil No. 124

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1941

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

Oregon FAP 248-A(3)
The Corbett Sta.-
Rooster Rock Sec.of
the Columbia River Hwy.

Mar. 28, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the ______________ project agreement and certificate for the above-numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield

Sr. Highway Engineer

Encl.

Jcon

wa+pr-9570

Form P. R. 2

State Oregon

Federal Aid Project No. 248-A(3)

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 4th day of March, 1941

by and between The Oregon State Highway Commission, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Federal Works Administrator, hereinafter called the Administrator, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 20th day of September, 1938, a project statement, which was approved on the 26th day of October, 1938, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated for the administration of the Federal Highway Act, has furnished surveys, plans, specifications, and estimates for Section A (3) of said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 26th day of September 1940; and

Whereas the Administrator has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of two thousand, ninety and 00/100 dollars ($2,090.00) as the share of the United States payable under said act on account of Section A (3) of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Administrator do hereby mutually agree as follows:

wa+pr-9570

Form P. R. 2

State Oregon

Federal Aid Project No. 248-A(3)

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 4th day of March, 1940

by and between The Oregon State Highway Commission, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Federal Works Administrator, hereinafter called the Administrator, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 29th day of September, 1938, a project statement, which was approved on the 26th day of October, 1938, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated for the administration of the Federal Highway Act, has furnished surveys, plans, specifications, and estimates for Section A (3) of said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 26th day of September 1940; and

Whereas the Administrator has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of two thousand, ninety and 00/100 dollars ($2,090.00) as the share of the United States payable under said act on account of Section A (3) of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Administrator do hereby mutually agree as follows:

16—11370

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(a) By the State Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939. (Include date and citation of act of legislature by which authorized)

(b) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 802+40 and survey station 810+09, all in Lot 1, Sec. 26, T. 1 N., R. 4 E., W.M.

, length 0.143 of a mile~~s~~ in Multnomah County, being Section A (3) of Oregon Federal Aid project No. 248, consisting of 0.143 of a mile~~s~~ of roadway and no bridges, ~~each~~ of more than 20 feet clear span. ~~[illegible]~~

RECEIVED

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Administrator or his agents, and in accordance with the laws of said State, the rules and regulations of the Administrator, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Administrator or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Administrator, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

RECEIVED

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Administrator or his agents, and in accordance with the laws of said State, the rules and regulations of the Administrator, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Administrator or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Administrator, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

10—11373

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Administrator on the ________ day of MAR 17 1941, 19__

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell
Chairman, State Highway Commission
(Title of officer)

By Herm M. Oliver
Member, State Highway Commission
(Title of officer)

By ________
Member, State Highway Commission
(Title of officer)

By ________
____
(Title of officer)

By ________
____
(Title of officer)

FEDERAL WORKS ADMINISTRATOR,

By H. J. O'Leary
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 10—11879

Form PR. 3—Revised

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of **Oregon**

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of **Oregon** for the construction of a highway designated in the records of this Agency as **Federal Aid** Project No. **248-A(3)** State of **Oregon**

Second. That in accordance with said provisions I have approved the sum of $**3,432.00** as the total estimated cost of said project, and the sum of $**2,090.00** as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this ____ day of ____ one thousand nine hundred and MAR 17 1941

Federal Works Administrator,

By H J O Leary
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—10129

248-D-2

Stencil No. 124

RECEIVED
16 1941
FOR FILING

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

March 28, 1941

Ore. FAP No. 248-D(2)
The Multnomah Falls-Oneonta
Sec.of the Columbia River Hwy.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the ______________ project agreement and certificate for the above-numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Sr. Highway Engineer

Encl.

Ion

WA+PR-9573

Form P. R. 2

State Oregon

Federal Aid Project No. [illegible]-B(2)

PROJECT AGREEMENT

Memorandum of Agreement made this 4th day of March, 1941

by and between the Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Federal Works Administrator, hereinafter called the Administrator, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the [illegible] day of September, 19[illegible], a project statement, which was approved on the 26th day of October, 19[illegible], for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated for the administration of the Federal Highway Act, has furnished surveys, plans, specifications, and estimates for Section B(2) of said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 26th day of September 1940; and

Whereas the Administrator has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of ten thousand, five hundred fifty and no/100 dollars ($10,550.00) as the share of the United States payable under said act on account of Section B(2) of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Administrator do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(a) By the State : Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. [illegible], Laws 1929. (Include date and citation of act of legislature by which authorized)

(b) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 1300+00 in Lot 2, Sec. 8, T. 1 N., R. 6 E., W. M., and survey station 1340+00 in Lot 3, Sec. 4, T. 1 N., R. 6 E., W. M.

, length 0.795 of a mile, in Multnomah County, being Section 2(2) of Oregon Federal Aid project No. [illegible], consisting of 0.795 of a mile of roadway and no bridges ~~each~~ of more than 20 feet clear span. ~~of a mile in length.~~

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Administrator or his agents, and in accordance with the laws of said State, the rules and regulations of the Administrator, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Administrator or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Administrator, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section B(2) of said project shall not in any event exceed the sum of ten thousand, five hundred fifty and no/100 dollars ($10,550.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of seventeen thousand, two hundred eighty-six and 50/100 dollars ($17,286.50), the approved total estimated cost of Section B(2) of said project.

PAYMENTS

Article V. As the construction of said project progresses, the Administrator shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Administrator after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

The Administrator reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

Article VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. [illegible], Laws [illegible]. (Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Administrator on the ______ day of MAR 17 1941, 19__

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell
Chairman, State Highway Commission
(Title of officer)

By Herman M. Oliver
Member, State Highway Commission
(Title of officer)

By ______
Member, State Highway Commission
(Title of officer)

By ______
______
(Title of officer)

By ______
______
(Title of officer)

FEDERAL WORKS ADMINISTRATOR,

By H. J. O'Leary
Acting Commissioner of Public Roads.

Form PR. 3—Revised

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Agency as Federal Aid Project No. 218-D(2), State of Oregon.

Second. That in accordance with said provisions I have approved the sum of $ 17,286.50 as the total estimated cost of said project, and the sum of $ 10,550.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this .... day of ....
one thousand nine hundred and MAR 17 1941

Federal Works Administrator,

By ....
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 10—10120

248-D-2

RECEIVE
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FOR FILIN

RECEIVED
APR 1941

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

April 8, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Final inspection of Oregon FAP 248-D (2), the Multnomah Falls-Oneonta Section of the Columbia River Highway, was made by a representative of this office on March 10, 1941. Prompt submission of the final voucher will be appreciated.

Prior to or with this, we should have the customary copies of the contract under which construction was carried out. These have not yet been received.

Very truly yours,

W. H. LYNCH
District Engineer

By: L J Caufield
L. J. Caufield
Senior Highway Engineer

Ton

March 5, 1941

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

We are enclosing herewith two signed copies of project agreement for the Multnomah Falls-Oneonta Section, Project No. FA 248-D (2).

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dist. by J. W. Nash/GS

Encl.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

WORKS AGENCY
ADMINISTRATION

(Stencil #28)

IN YOUR REPLY PLEASE REFER TO FILE No. Oregon FAP 248-D (2)
Multnomah Falls-Onsonta Sec.
Columbia River Highway

POST OFFICE BUILDING
PORTLAND, OREGON

February 17, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature and return to this office.

Enclosed is an approved copy of the detail estimate, upon which the agreement was based, together with approved copy of specifications.

Very truly yours,

W. H. LYNCH
District Engineer

By LJCaufield
L. J. Caufield
Sr. Highway Engineer

RECEIVED
FOR FILING
248-D-2

January 17, 1941

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

We are enclosing herewith seven copies of estimate as basis for project agreement for the Multnomah Falls-Oneonta Section, Project No. FA 248-D (2).

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department Federal Aid Project No. 248-D (2)

MULTNOMAH FALLS-ONEONTA SECTION

OF THE COLUMBIA RIVER HIGHWAY IN MULTNOMAH COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, January 15, 1941

Roadway (Sta. 1308+00 to 1350+00)

44,300	cu. yds.	Excavation at Oneonta Borrow Pit, Truck Measure, Unclassified	$ 0.25	$ 11,075.00
58,000	yd. mi.	Truck Haul, Truck Measure	0.08	4,640.00
			Subtotal	$ 15,715.00
			10% Engr. & Cont.	1,571.50
			Total	$ 17,286.50

Length	0.795 mile
Cost per mile	$ 21,744.03

Federal Aid Funds- -	$ 10,550.00
State Funds- -	6,736.50
	$ 17,286.50

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

MULTNOMAH FALLS-ONEONTA SECTION

PROJECT NO. FA 248-D (2)

All necessary right of way has been acquired for this project.

R. H. BALDOCK
Chief Engineer

By

J. W. Nash
Asst. Office Engineer

September 23, 1940

Oregon State Highway Department **Federal Aid Project No. 248-B (2)**

MULTNOMAH FALLS-ONEONTA SECTION

OF THE COLUMBIA RIVER HIGHWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, September 23, 1940

Roadway (Sta. 1308+00 to 1350+00)

44,300	cu. yds.	Excavation at Oneonta Borrow Pit, Truck Measure, Unclassified	$ .30	$ 13,290.00
58,000	yd. mi.	Truck Haul, Truck Measure	.12	6,960.00
		Subtotal		$ 20,250.00
		10% Engr. & Cont.		2,025.00
		Total		$ 22,275.00

Length	0.795 mile
Cost per mile	$ 28,018.86

Federal Aid Funds- -	$ 13,590.00
State Funds- -	8,685.00
	$ 22,275.00

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

RECEIVED

September 26, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S. & E. documents for Oregon Federal Aid Project 248-D (2), the Multnomah Falls-Oneonta Section of the Columbia River Highway, have today been recommended for approval, subject to final review and approval by the Commissioner of Public Roads. This is your authority for advertising.

Prompt submission of the bid tabulation and agreement estimate will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By: F E Andrews
F. E. Andrews
Sr. Highway Engineer

248-A-3

Copy of Power of Attorney filed on

Contract #2259, FA 180-H-1

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

(Stencil #28)

[illegible] 15 1941

POST OFFICE BUILDING
PORTLAND, OREGON

IN YOUR REPLY PLEASE
REFER TO FILE No. Oregon FAP 248-A (3)
Corbett Station-Rooster Rock Sec.
Columbia River Highway

February 14, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature and return to this office.

Enclosed is an approved copy of the detail estimate, upon which the agreement was based, together with approved copy of specifications.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Sr. Highway Engineer

RECEIVED
JAN 24 1941
FOR FILE

248-P-3

January 24, 1941

Pacific Machinery & Tool Steel Co.
650 S. E. Belmont St.
Portland, Oregon

Gentlemen: Attention W. T. Williamson

This will acknowledge receipt of your letter of January 23 and advise that the bond of K. L. Coulter, contract No. 2379, for placing embankment topping and slope protection on the Troutdale-Oneonta Section of the Columbia River Highway, was furnished by the General Casualty Company of America, through their Agents, Mansfield and Company, whose address is 310 Lewis Building, Portland.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

DGD:RS

PACIFIC MACHINERY & TOOL STEEL CO.

Office and Warehouse
630 S. E. Belmont St.
PORTLAND • OREGON

January 23, 1941

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

Will you please advise us of the bonding company for K. L. Goulter on his State of Oregon Highway Job No. 2379 at Bridal Veil, Oregon?

Thanking you, we remain

Yours very truly,

PACIFIC MACHINERY & TOOL STEEL CO.

W. T. Williamson
W. T. Williamson, Credit Manager

WTW/mo

REFERRED TO [illegible]
BY SECRETARY
prepare reply

RECEIVED
JAN 24

248-A-3

January 17, 1941

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

We are enclosing herewith seven copies of estimate as basis for project agreement for the Corbett Station-Rooster Rock Section, Project No. FA 248-A (3).

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department Federal Aid Project No. 248-A (3)

CORBETT STATION-ROOSTER ROCK SECTION
OF THE COLUMBIA RIVER HIGHWAY IN MULTNOMAH COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, January 15, 1941

Roadway (Sta. 802+40 to 810+00)

5,200 cu. yds.	Excavation at Tunnel Point, Unclassified	$ 0.60	$ 3,120.00
	Subtotal		$ 3,120.00
	10% Engr. & Cont.		312.00
	Total		$ 3,432.00

Length 0.143 mile
Cost per mile $ 24,000.00

Federal Aid Funds- -	$ 2,090.00
State Funds- -	1,342.00
	$ 3,432.00

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

248-A-

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Form 8010

UNION PACIFIC RAILROAD COMPANY

OPERATING DEPARTMENT

S. MURRAY,
RESIDENT ENGINEER

PORTLAND, OREGON

RECEIVED
JAN 7 1941
FOR FILING

REFERRED
By Asst. State Highway Engineer

January 2,1941

NOTED
State Highway Engineer

Mr.R.H.Baldock,,
Chief Engineer,
State Highway Commission,
Salem,Oregon

Dear Sir:

Following joint inspection of sand blow at Oneonta which we arranged by Mr.Strohmeyer and our Superintendent,Mr. Williams on Tuesday, the latter advises that there are now between 300 and 400 feet of track badly fouled with sand, in some places sand laying as much as 4 inches deep over the ties.

Mr.Williams also advises that your forces put some 3,000 gallons of oil on a short strip located just east of Oneonta section house,leaving a very considerable portion of the dredged-in roadbed not covered with oil in this vicinity and about 2,000 feet of exposed sand is now blowing westerly of the Oneonta section house. Of course the only way to take care of sand blows and get real benefit is to cover the entire area subject to movement.

Mr.Williams advises that at this time arrangements should be immediately made to oil all the exposed area from the center of your roadbed to the toe of slope on the south side,from Oneonta Creek to a point 400 feet west of the west switch at Oneonta.

Further,the oiling of the dredged material or otherwise protecting it against blowing,should be followed up just as quickly as roadbed is brought up to grade. If this is not done we are going to be faced with thousands of dollars damage to this ballast. When sand gets into the ballast it fouls it, causes churning track,and the only way it can be taken care of is to dig out to the bottom of the ties,then give the track a raise on new ballast. Obviously this should be guarded against by prompt measures.

Mr.Williams advised Mr.Strohmeyer that to take care of the present situation at Oneonta we would be perfectly willing to let him run his oil spray machine down along Oneonta passing track for a few days if he so desired in order to promptly oil the sand which is now on the move. We can kill the passing track for a few days and in this way make it possible for you to get your machine close to the location which must be sprayed.

Will you kindly take immediate measures to protect this situation and advise. It is serious at the present time not merely from the point of costly damage to ballast,but also on account of decided hazard to our operations.

Yours very truly,

CC Mr.N.J.Williams

RECEIVED

248-A-2

CLASS OF SERVICE DESIRED	
DOMESTIC	CABLE
TELEGRAM ☒	FULL RATE ☐
DAY LETTER ☐	DEFERRED ☐
NIGHT MESSAGE ☐	NIGHT LETTER ☐
NIGHT LETTER ☐	SHIP RADIOGRAM ☐

Patrons should check class of service desired; otherwise message will be transmitted as a full-rate communication.

1217-A

WESTERN UNION

R. B. WHITE, PRESIDENT
NEWCOMB CARLTON, CHAIRMAN OF THE BOARD
J. C. WILLEVER, FIRST VICE-PRESIDENT

CHECK

ACCT'G INFMN.

TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

DECEMBER 31ST, 1940

RECEIVED
JAN 2 1941
FOR FILING

E. L. COULTER
212 WEST [illegible] STREET
SEATTLE, WASHINGTON

YOU HAVE BEEN REQUESTED TO PLACE TOPPING. INSIST THAT YOU START WORK IMMEDIATELY. ANSWER AT ONCE.

R. H. BALDOCK

File

THE QUICKEST, SUREST AND SAFEST WAY TO SEND MONEY IS BY TELEGRAPH OR CABLE

RECEIVED
JAN 2 1941
FOR FILING
348-A-2

Form 8010
7-37-5,000

UNION PACIFIC RAILROAD COMPANY

OPERATING DEPARTMENT

S. MURRAY,
RESIDENT ENGINEER

PORTLAND, OREGON

December 30,1940

NOTED
State Highway Engineer

Mr.R.H.Baldock,
Chief Engineer,
State Highway Commission,
Salem,Oregon

Dear Sir:

Referring to our telephone conversation today in regard to the situation at Oneonta:

Our Superintendent advises me that sand from your new dredged fill has blown in so that now for about 500 or 600 feet it is half way up on our rail. If this condition continues it is likely to create a hazard. I have known of more than one occasion where bad derailments have occurred on account of blown sand.

Our Superintendent is arranging to take out this sand and to clean the ballast where it is fouled,which must be done to permit drainage. We will bill you in due course for this.

Our Roadmaster states that it is practicable to oil in wet weather. I believe at the same time that results will not be as good as in dry weather,but in any case the situation is such that something will have to be done to prevent this from becoming an emergency condition.

In the meantime we will keep the track clear between the rails and will keep the cost down to a minimum consistent with properly taking care of the situation.

I will appreciate it if you will get after the oiling just as quickly as you can.

Yours very truly,

cc Mr.[illegible].H.Finch
Mr.M.C.Williams

SHIP AND TRAVEL BY RAIL

RECEIVED
DEC 17 1940
FOR FILING

248-A-3

December 16th, 1940

Mr. K. L. Coulter
212 West Hudson
Seattle, Washington

Dear Sir:

I am somewhat concerned with your delay in starting the the rock topping and slope protection on the Multnomah Falls-Oneonta Section. It was our plan in letting this job that the rock protection would follow the dredging as fast as possible, as it is unwise to place any dependency upon the Columbia River or conditions in the gorge at this time of the year.

It is my understanding that you think it useless to start operations before Christmas, but I wish to impress upon you the hazard you are running from high water in the Columbia River and request that you do everything possible to start work immediately.

Very truly yours,

R. E. BALDOCK
CHIEF ENGINEER

R

RECEIVED
NOV 2 1940
FOR FILING

2ll-A-3

October 31, 1940

Mr. K. L. Coulter
212 West Hudson Street
Seattle, Washington

Dear Sir:

We are sending you today by express a fully executed copy of Contract No. 2379 which was awarded to you by the State Highway Commission on October 11, 1940, covering the construction of embankment topping and slope protection on the Troutdale-Oneonta Section of the Columbia River Highway, in Multnomah County.

This copy is for your records and files. We are also sending an executed copy to the surety on your bond.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

[illegible]

NOTED
D. G. DeSart

RECEIVED
NOV 2 1940
FOR FILING

248-A-3

October 31, 1940

GENERAL CASUALTY COMPANY OF AMERICA
Mansfield & Company, Resident Agent
Lewis Building
Portland, Oregon

Gentlemen:

We are sending you today by express a fully executed copy of Contract No. 2379 which was awarded to K. L. Coulter by the State Highway Commission on October 11, 1940, covering the construction of embankment topping and slope protection on the Troutdale-Oneonta Section of the Columbia River Highway, in Multnomah County.

This copy is for your records and files, inasmuch as you appear as surety for the contractor on this job.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

MBL

NOTED
D. G. DeSart

RECEIVED
OCT 18 1940
FOR FILING

248-A-3

MANSFIELD & CO.

October 17, 1940

Mrs. Lillian Strong
c/o Mansfield & Company
Lewis Building
Portland, Oregon

Dear Mrs. Strong:

I have just received your letter of October 16 requesting that Mr. Goulter's contracts for the Troutdale-Oneonta Section of the Columbia River Highway, in Multnomah County, be sent to you direct rather than to Mr. Goulter's address.

I am sorry that I cannot respond to your request due to the fact that the contracts were mailed to Mr. Goulter yesterday, otherwise I would have been glad to forward them direct to you.

With best regards, I remain

Very truly yours,

HDG:AM

Secretary

RECEIVED
OCT 17 1940
OREGON
STATE HIGHWAY COMMISSION

ASSOCIATE
MEMBER

MANSFIELD & CO.

SURETY BONDS — GENERAL INSURANCE
LEWIS BUILDING
PORTLAND, OREGON
ATwater 0191

CHAS. A. MANSFIELD
RES. PHONE
BEACON 2300

L. W. NEFF
RES. PHONE
GARFIELD 8276

October 16, 1940

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

Mr. K. L. Goulter has asked that we write you asking that you mail his contracts on the Troutdale-Oneonta Section of the Columbia River Highway in Multnomah County to him in care of our office.

We thank you for your attention to this matter.

Yours very truly
MANSFIELD & CO.
By Lillian Strong

N

Mailed 10/16

ANSWERED
H B GLAISYER

RECEIVED
OCT 18 1940
FOR FILING

248-A-3

October 17, 1940

Mr. S. Murray
Resident Engineer
Union Pacific Railway Co.
Portland, Oregon

Dear Sir:

Replying to your inquiry of October 6, 1940, wish to say that the State Highway Commission, at its meeting on October 11, 1940, awarded the contract for 4.2 miles rock roadbed topping and 2.8 miles rock embankment slope protection on the Troutdale-Oneonta Section of the Columbia River Highway, in Multnomah County, to Mr. E. L. Goulter whose address is 212 West Hudson Street, Seattle, Washington.

Very truly yours,

HBG:AH

Secretary

Form 8010
7-37-5,000

UNION PACIFIC RAILROAD COMPANY

OPERATING DEPARTMENT

S. MURRAY,
RESIDENT ENGINEER

PORTLAND, OREGON

October 16,1940

Mr.R.H.Baldock,
State Highway Engineer,
Salem,Oregon

Dear Sir:

When you have awarded contract for embankment topping and slope protection,Troutdale to Oneonta, on the relocated Columbia River Highway,I would be pleased to have the date of construction contract, full name of the contractor and his address, in order that I may draft our indemnity agreement and bond to cover.

Yours very truly,

S MURRAY

K. L. [illegible]

ANSWERED
H. B. GLAISYER

RECEIVED
OCT 17 1940
FOR FILING

246-H-2

October 16, 1940

Mr. K. L. Coulter
212 West Hudson Street
Seattle, Washington

Dear Sir:

We are sending you today by express four copies of Contract No. 2370 which was awarded to you by the State Highway Commission on October 11, 1940, covering the embankment topping and slope protection of the Troutdale-Oneonta Section of the Columbia River Highway, in Multnomah County.

Kindly execute all four copies of this contract as to agreement and bond and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 6 (page 15) of the printed General Provisions, relating to the Workmen's Compensation Act. You will be expected to accept the terms of this act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the paragraph on the same page, relating to payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

MBL

NOTED
D. G. DeSart

RECEIVED
OCT 15 1940
FOR FILING

248-A-3

October 14, 1940

Mr. K. L. Coulter
212 West Hudson Street
Seattle, Washington

Dear Sir:

The State Highway Commission on October 11, 1940, awarded you the contract for 4.2 miles rock spud-bed topping and 2.5 miles rock embankment slope protection on the Troutdale-Oneonta Section of the Columbia River Highway, in Multnomah County. This award was based on your low bid of $67,935.00 submitted on that date.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AM

cc - S. H. Probert
G. S. Paxson

248-A-3

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

RECEIVED
JAN 24 1941
FOR FILING

October 11, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon Federal Aid Projects Nos. 248-A (3), 248-B (2), 248-C (2) and 248-D (2), Troutdale-Oneonta Section of the Columbia River Highway, to K. L. Goulter, Seattle, Washington, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

By F E Andrews
F. E. Andrews
Sr. Highway Engineer

RECEIVED
JAN 24 1941
FOR FILING

248-A-3

September 27, 1940

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

We are sending, under separate cover, twenty bid proposals for the Troutdale-Oneonta Section, Project No. FA 248-A (3), B (2), C (2) and D (2), which proposals contain the following changes in the special provisions:

Page 2. Revised specification under the subhead "Work to be Done."

Page 6. Revised specification under the subhead "Placing Excavated Materials on Embankments."

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dictated by J. W. Nash/ER

Form 2010

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

RECEIVED
[illegible] 28 1940
STATE HIGHWAY COMMISSION

September 26, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Federal Aid Project No. 248-A (3), the Corbett Station-Rooster Rock Section of the Columbia River Highway, have today been recommended for approval, subject to final review and approval by the Commissioner of Public Roads. This is your authority to advertise for bids.

Prompt submission of the bid tabulation and agreement estimate will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By F E Andrews

F. E. Andrews
Sr. Highway Engineer

Form 8010
7-37-5,000

PA

September 25, 1940

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

We are enclosing herewith twenty copies each of special provision pages numbers five and seven for the Troutdale-Oneonta Section, Projects Nos. FA 248-A (5), B (2), C (2) and D (2).

Paragraph number 2, under the subhead "Hauling Roads" on page five, has been deleted, and paragraph "C", under the subhead "Measurement and Payment" on page seven, has been revised.

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dist. by J. W. Nash/ER

Encl.

Form 3010

Oregon State Highway Department   Federal Aid Project No. 248-A (3)

CORBETT STATION-ROOSTER ROCK SECTION

OF THE COLUMBIA RIVER HIGHWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, September 23, 1940

Roadway (Sta. 802+48 to 810+00)

5,200 cu. yds.	Excavation at Tunnel Point, Unclassified	$ .70	$ 3,640.00
	Subtotal		$ 3,640.00
	10% Engr. & Cont.		364.00
	Total		$ 4,004.00

Length	0.143 mile
Cost per mile	$ 28,000.00

Federal Aid Funds- -	$ 2,450.00
State Funds- -	1,554.00
	$ 4,004.00

Form 8010

CORBETT STATION-ROOSTER ROCK SECTION

PROJECT NO. FA 248-A (3)

All necessary right of way has been acquired for this project.

R. H. BALDOCK
Chief Engineer

By

J. W. Nash
Asst. Office Engineer

September 23, 1940

Form 8010
7-37-5,000

UNION PACIFIC RAILROAD COMPANY
OPERATING DEPARTMENT
~~S. MURRAY~~
RESIDENT ENGINEER

248-A-2 RECEIVED
SEP 25 1940
FOR FILING

PORTLAND, OREGON
September 20,1940

Riprap contract on
Troutdale - Dodson Section.

Mr.R.H.Baldock,
State Highway Engineer,
Salem,Oregon

Dear Sir: Attention Mr.Probert

Referring to conversation with Mr.Probert today concerning proposed contract for rock topping and riprap to be applied to the Columbia River Highway as located between Troutdale and Warrendale:

After discussing details of this work with Mr. Collier and also among ourselves,we feel that the hazards are so great that the bond in favor of the railroad and telegraph companies should not be less than $50,000. I will not go into details here but Mr.Collier is familiar with our views.

Since it is proposed that the Contractor will use an existing grade crossing of our railroad about 1¼ miles east of Bridal Veil,our standard form of indemnity agreement with the contractor should contain another section. I believe you have a copy of our more recent form which shows that the last section is numbered '16' at the bottom of Page 6. In order to avoid the necessity of changing the mimeograph form,additional pages should be added after page 6,bearing numbers 6(a), 6(b),etc. and should be known as Section 17. We have revised your specifications as included in the old Morrison Knudsen contract to some extent in order to clarify and improve same and to conform with conditions as they now exist. I am therefore attaching our draft of Section 17 and will ask that you please include it in your specification relating to the use of this grade crossing,unless Mr.Collier has some other suggestions in order to conform with the plan of the work. I am sending him copy of this letter, with Section 17 enclosed.

Yours very truly,

S MURRAY

CC Mr.E.A.Collier

Noted & added to agreement form as requested. OR

Contractor shall keep said gates closed and securely

6a

Section 17. The Railroad Company hereby consents, with power of revocation reserved, to the maintenance and use by the Contractor, of an existing road crossing extending over and across the Railroad Company's right of way and tracks at common grade approximately 1¼ miles northeasterly from the Depot at Bridal Veil in Lot 3, Section 14, Township 1 North, Range 5 East, W.M., Multnomah County, Oregon, at or near Railroad Station 1526 plus 15, subject to the covenants and conditions herein contained.

Said crossing shall be maintained and used for the benefit of the Contractor in performing only the work of transporting and placing approximately 24,000 cubic yards of rock, from rock borrow pit on the southerly side of the Railroad Company's main line in the vicinity of said crossing; said work being a part of the work described on the first page of this agreement.

Said crossing is not intended and shall not be used for the accommodation of the general public or by other persons not authorized by the Railroad Company to use same and the Contractor shall not voluntarily suffer or permit such use. The Contractor shall conduct its work and use said crossing in a manner that will cause no interference with, or delay to, the operation of trains or other equipment by the Railroad Company.

As a material consideration to the Railroad Company herefor, without which the Railroad Company would not enter into this agreement, the Contractor hereby assumes all risk involved in the use of said crossing, and agrees to indemnify and save harmless the Railroad Company and every other railroad company which may from time to time be operating trains, locomotives or cars over said track or tracks under any agreement or arrangement whatsoever, from all loss, cost, damage, expense, suit, action or claim asserted or attempted to be asserted, arising in any way through the use of said crossing by the Contractor, its subcontractors, agents, servants or employes.

The Railroad Company will install and maintain at said crossing, at the expense of the Contractor, automatic indicator lights (or maintain existing lights, if any). The Railroad Company may, if it so elects, also install and maintain at said crossing, at the expense of the Contractor, or track circuit shunting switch for setting block signals at stop in case of emergency, and gong with control switch, all connected with the Railroad Company's automatic signal system. The Contractor, its agents, subcontractors, servants and employes shall and will at all times comply with the indications of said light or other signals before crossing the Railroad Company's track or tracks. The Contractor at its own expense shall at all times when said crossing is being used by it, employ and station thereat a flagman, watchman or other employe satisfactory to the Railroad Company, who shall enforce compliance with the indications of said lights or other signals, keep the flangeways of the track free and clear of gravel, rocks and other debris and shall otherwise properly police said crossing.

The Contractor shall at its own expense construct and maintain two substantial gates, (or maintain existing gates, if any), across the road approach to said crossing; one of such gates shall be located on the south side and the other on the north side of said tracks near the Railroad Company's right of way lines. The Contractor shall keep said gates closed and securely fastened at all times when said crossing is not being used by the Contractor. When said lights or other automatic signals indicate that a train is approaching, said flagman or watchman stationed at said crossing to police same shall immediately close and fasten said gates and keep them closed until said train has passed over said crossing.

The Railroad Company may, if it so elects, install and maintain at the expense of the Contractor, a telephone connected with the Railroad Company's wires, at a location near and convenient to said crossing. The Contractor shall assign an employe satisfactory to the Railroad Company, who shall obtain from the Railroad Company's dispatcher by means of said telephone (if installed) information as to the movement of trains, to aid the Contractor in performing its work without any interference with the operation of trains by the Railroad Company. When use of said crossing by the Contractor is completed, the Railroad Company shall remove said telephone and connections (if installed) at the expense of the Contractor.

CONTRACT#2380

23-4205 Ironsides-Brogan Rock Prod. Project
John Day Highway 1940

#2380

R.H. Baldock

March 5th, 1941

COST ANALYSIS - FINAL REPORT
John Day Highway, Ironside-Brogan Section
Contract 2380 Prefix 23-4205
M. L. O'Neil & Son, Contractors
Dean Swift, Resident Engineer

23-4205
2380

Item	Cost	Quantity	Unit Cost	Unit Bid	Gross Revenue
3/4"-½" Cr. Rock in S.P.	$4,178.01	3,268.9 cu. yd.	$1.28	$1.36	$4,445.70
½"-¼" " " " "	3,779.62	2,9^{5}67.2 " "	1.28	1.46	4,317.51
¼"-10-Mesh " " "	1,597.64	1,250 " "	1.28	1.46	1,825.00
Clearing & Grubbing Stockpile Sites	137.00	100%		375.00	375.00
Leveling of Stockpile Sites	180.00	100%		425.00	425.00
Woven Wire Stock Fence	537.98	370.24 Rods	1.46	1.80	666.43
Gates in Stock Fence	77.00	5 Each	15.50	16.00	80.00
S.P. Screen Rejects	327.50	1,310 cu. yd.		0.25	327.50
S.P. Haul Adjustment	64.56	807 yd. mi.		0.08	64.56
	$10,879.31				$12,526.70

Gross Revenue	$12,526.70
Total Cost	10,879.31
Net Profit	$1,647.39

Net Profit Equals 13.2% of Gross Revenue

NOTED
State Highway Engineer

Ironside-Brogan Section

Detail of Cost

Labor:		
Supervision (Includes Al Saxton 1 mo. at $200.00)	$352.00	
Labor	2,799.66	
State Industrial Accident Insurance	97.17	
Social Security & Unemployment Insurance	139.32	
		$3,388.15
Materials:		
Fence & Gate Materials		348.14
Equipment Rental, Supplies & Miscellaneous:		
Equipment Rental	$825.00	
Hired Trucks (Includes Labor, Gas etc.)	2,840.85	
Rented Equipment	687.68	
Gas, Oil and Grease	654.74	
Explosives	856.76	
Lumber	445.25	
Small Tools, Supplies & Misc.	636.66	
Overhead Expense	105.00	
Bond	91.08	
		7,143.02
		$10,879.31

Ironside-Brogan Section

Breakdown of Crushing Costs

	Cost	Quantity	Unit Cost
Move In & Set Up	$1,628.71	8,786.1 cu. yd.	$0.185
Drill & Shoot Quarry	1,335.76	" " "	0.152
Quarry to Plant	979.85	" " "	0.112
Crush	2,512.74	" " "	0.286
Overhead & Proratables	335.71	" " "	0.038
Cost in Bunker	$6,792.77	8,786.1 cu. yd.	$0.773

Sizes & Quantities of Crushed Rock

3/4" - 1/2" Crushed Rock	3,268.9 Cu. Yds.
1/2" - 1/4" " "	2,957.2 " "
1/4" - 10-Mesh Crushed Rock	1,250 " "
Screen Rejections	1,310 " "
	8,786.1 Cu. Yds.

Ironside-Brogan Section

REMARKS:

This contract consisted of the furnishing of 7,500 cu. yds. of crushed rock in stockpiles. It was bid October 11th, 1940; work was started October 25th and finished December 10th. It was bid by M. L. O'Neil & Son for Al Saxton.

The quarry contained rock of good quality that drilled and shot very easily and at a low cost. For bringing quarry material to plant, the contractor used an RD-6 cat and dozer.

Erection of plant was commenced on October 28th and was completed November 9th. It consisted of two crushers (10" x 36" jaw and 28" gyratory recrush), two screens (3' x 8' scalping and 3' x 10' three-deck) and 2 PD-40 International diesel engines. Crushing was started November 12th and was completed December 3rd. While operating the plant maintained an average of about 25 cu. yds. per hour. Specified quantities of the different sizes were unbalanced and resulted in a large amount of screen rejections. The haul on crushed materials averaged about 4½ miles.

E. H. Clymer
Cost Analyst

By . . Henry Jullum

42

RECEIVED
[illegible]
FOR [illegible]

23-4205
2380

October 15, 1940

M. L. O'Neil & Son
Route 1
Eugene, Oregon

Gentlemen

Confirming my telegram to you of this date, the State Highway Commission has today awarded to you the contract for the Ironsides-Brogan Rock Production Project on the John Day Highway, in Malheur County. This award was based on your low bid of $12,144.00 submitted on October 11, 1940.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

STATE HIGHWAY COMMISSION

BY

SECRETARY

MC:AH

cc - S. H. Probert
G. S. Paxson

Jes confirmed

M

SERVICE DESIRED			
MESTIC		CABLE	
TELEGRAM	☒	ORDINARY	☐
DAY LETTER	☐	URGENT RATE	☐
SERIAL	☐	DEFERRED	☐
NIGHT LETTER	☐	NIGHT LETTER	☐
SPECIAL SERVICE	☐	SHIP RADIOGRAM	☐

Patrons should check class of service desired, otherwise the message will be transmitted as a telegram or ordinary cablegram.

COPY OF
WESTERN UNION TELEGRAM

SALEM OREGON OCTOBER 15 1940

R. L. O'NEIL & SON
ROUTE 1
EUGENE, OREGON

STATE HIGHWAY COMMISSION AWARDED YOU TODAY CONTRACT FOR IRONSIDES-BROGAN ROCK PRODUCTION PROJECT ON JOHN DAY HIGHWAY IN MALHEUR COUNTY BASED ON YOUR LOW BID SUBMITTED OCTOBER 11, 1940. CONTRACT FORMS FOLLOW SHORTLY.

H B GLAISYER, SECRETARY
STATE HIGHWAY COMMISSION

File

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is served upon you since you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractor in connection with this contract will be $12,526.70, including final payment, and that no force account work was performed therein. This contract was completed December 10, 1940, and accepted by the Commission December 18, 1940.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

DGD:mbl

NOTED
D. G. DeSart

RECEIVED
JAN 9 1941
FOR FILING

29-4205
2380

January 9, 1941

GREAT AMERICAN INDEMNITY COMPANY
c/o Harvey Wells-Reed Insurance Company
Failing Building
Portland, Oregon

Gentlemen:

You are hereby notified that State Highway Contract No. 2380, for furnishing crushed rock in stock piles on the Ironsides-Brogan Section of the John Day Highway, in Malheur County, has been completed by the contractor, M. L. O'Neil & Son, and that final settlement will be made by the state with said contractor, for work done under said contract, on or after January 20, 1941.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is served upon you since you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractor in connection with this contract will be $12,526.70, including final payment, and that no force account work was performed therein. This contract was completed December 10, 1940, and accepted by the Commission December 18, 1940.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

DGD:mbl

NOTED
D. G. DeSart

RECEIVED
DEC 20 1940
FOR FILING

23-4205
2380

December 19, 1940

Great American Indemnity Company
Harvey Wells-Reed Insurance Co.
Failing Building
Portland, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to M. L. O'Neil & Son, on contract No. 2380, Ironsides-Brogan Section of the John Day Highway in Malheur County. This payment, in the amount of $11,608.36, will be made on or after December 30, 1940. The retained percentage is $910.80.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Kindly acknowledge receipt of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

RS

NOTED
D. G. DeSart

RECEIVED
DEC 12 1940
FOR FILING

23-4205
2380

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Baker, Ore.
Dec. 10, 1940

Subject: Work finished- Ironside - Brogan

To: Mr. R.H.Baldock, Hwy. Engr.
State Highway Department,
Salem, Oregon.

NOTED
Asst. State Highway Engineer

Dear Sir:

Work finished this date on the Ironside - Brogan Rock Production project, Contract No. 2380, State Project.

Very truly yours,

Dean Swift

Dean Swift, Res. Engr.

cc Mr. H.G.Smith
Mr. W.C.Williams,

No. 7

Form E-1—5M—5-40

23-4205

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Dec. 7,1940, 19

Section Ironside - Brogan

Kind of work Rock Production

Highway John Day

Section prefix 23-4205

Contractor M.L.O'Neil and Son

Contract number 2380

Date of contract Oct. 15,1940, 19

Date of completion June 30,1941, 19

Date work started Oct. 25,1940, 19

Estimated date of completion Dec. 12,1940, 19

Amount of contract $ 12,144

Per cent of time elapsed 25 %

Estimated cost of completed project, exclusive of engineering $ 12,144

Per cent of contract completed, based on total contract price 98 %

Engineering cost to date, $ 700, 6 %

Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Finished crushing rock on Tuesday of this week, and should have the fencing of the stockpiles completed by Thursday of next week.

Signed Dean Swift

Address Baker, Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities			7,500		
Estimated quantities moved or placed to date			7,500		
Average daily quantities			500		
Average daily quantities necessary to complete project on time			completed		
Number shifts per day			3		
Hours per shift			8		
Average force on project for week			12		

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants 1.........,

Compressors ...., Bulldozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Fair		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday	"		

STATE PRINTING DEPT.

RECEIVED
NOV 8 1940
FOR FILING

23-4205
2380

November 7, 1940

M. L. O'Neil & Son,
Route 1
Eugene, Oregon

Gentlemen:

We are sending to you today, by express, one fully executed copy of each of the following contracts which were awarded to you recently by the State Highway Commission:

Contract No. 2378 covering the furnishing of crushed rock in stock piles for the Wasco County Line-Madras Section of The Dalles-California Highway, in Jefferson County.

Contract No. 2380 covering the furnishing of crushed rock in stock piles for the Ironsides-Brogan Section of the John Day Highway, in Malheur County.

These copies of the contracts are for your records and files.

Yours very truly,

HBG:MC

Secretary

NOTED
D. G. DeSart

23-4205

C November 7, 1940
O
P
Y

Great American Indemnity Co.
Fred C. Reed, Agent
Failing Building
Portland, Oregon

Gentlemen:

We are sending to you today, by express one fully executed copy of the following State Highway Contracts which were recently awarded to M. L. O'Neil & Son:

Contract No. 2378............

Contract No. 2380, furnishing crushed rock in stock piles on the Ironsides-Brogan Section of the John Day Highway, in Malheur County.

These copies of the above contracts are for your records and files.

Very truly yours,

HBG:MC Secretary

RECEIVED
OCT 17 1940
FOR FILING

23-4705
2380

October 16, 1940

M. L. O'NEIL & SON
Route 1
Eugene, Oregon

Gentlemen:

We are sending you today by express four copies of each of the following contracts which were awarded to you by the State Highway Commission on October 11 and October 15, respectively:

Contract No. 2378 - Furnish crushed rock in stock piles on the Wasco County Line-Madras Section of The Dalles-California Highway, in Jefferson County

Contract No. 2380 - Furnish crushed rock in stock piles on the Ironsides-Brogan Section of the John Day Highway, in Malheur County

Kindly execute all four copies of each of these contracts as to agreement and bond and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy of each contract will be returned to you for your records and files. We will also send copies to the surety on your bonds.

Your special attention is called to the provision under Section 6 (page 15) of the printed General Provisions, relating to the Workmen's Compensation Act. You will be expected to accept the terms of this Act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the paragraph on the same page, relating to payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours,

STATE HIGHWAY COMMISSION
By

NOTED
D. G. DeSart

Secretary

cc - M. L. O'Neil & Son
Canyon City, Oregon

MEL

CONTRACT# [redacted] 2381

26-1147 Three culverts, on Lower Col.Hwy;
Tualatin Valley & Beaverton-Aurora
#2381 Hwy. 1940

26-1147 Three culverts, on Lower Col.Hwy;
Tualatin Valley & Beaverton-Aurora
#2381 Hwy.
1940

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OCT 11 1941
FOR FILING

26-1147
2381

R

October 10, 1941

Mr. G. L. Potts
2947 N. E. 65th Ave.
Portland, Oregon

Dear Sir:

The State Highway Commission, at its meeting July 24, 1941, granted you the extension of time requested, from January 11 to June 18, 1941, without penalty, in connection with contract No. 2381, for construction of three culverts on the Lower Columbia River Highway, the Tualatin Valley Highway, and the Beaverton-Aurora Secondary Highway, in Multnomah and Washington Counties.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

BS

cc - R. A. Collier

R

FORM B-90 2SM 9-41
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OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 20, 1941

Subject: Three Culverts Project

To:

Mr. H. B. Glaisyer
Secretary
Office

Dear Sir:

For your information, Mr. G. L. Potts completed work on Contract No. 2381, three culverts in Multnomah and Washington Counties, on June 17, 1941. Will you please secure authority from the Commission to pay the final estimate on this job.

Specified date of completion for work on this contract was January 31, 1941. We are arranging with the contractor to present his request for extension of time.

Yours very truly,

G. S. Paxson
Bridge Engineer

By W A Reeves

W. A. Reeves
Bridge Office Engineer

CAG:TH
cc: C. A. Gardner

APPROVED BY HIGHWAY COMMISSION
DATE July 24, 1941
H B Glaisyer
Secretary

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FOR

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26-1147
2381.

July 24, 1941

Continental Casualty Co.
C. A. Tomassene
Wilcox Building
Portland, Oregon

Gentlemen:

You are hereby notified that State Highway contract No. 2381 for work on three culverts in Multnomah and Washington Counties, on the Columbia River, Tualatin Valley and Beaverton-Aurora Highways, has been completed by the contractor, G. L. Potts, and that final settlement will be made on or after August 2, 1941.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is served upon you since you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractor in connection with this contract will be $7,129.35, including final payment, and that no force account work was performed therein. This contract was completed on June 18 and has not yet been accepted by the Commission.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

RS

Secretary

NOTED
D. C. DeSart

RECEIVED
JUL 17 1941
FOR FILING

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 11, 1941

26-1147
2381

Subject: Three Culverts Project

To:

Mr. H. B. Glaisyer
Secretary
Office

Dear Sir:

For your information, Mr. G. L. Potts completed work on Contract No. 2381, three culverts in Multnomah and Washington Counties, on June 1, 1941. Will you please secure authority from the Commission to pay the final estimate on this job.

Specified date of completion for work on this contract was January 31, 1941. We are arranging with the contractor to present his request for extension of time.

Yours very truly,

G. S. Paxson
Bridge Engineer

By W A Reeves
W. A. Reeves
Bridge Office Engineer

CAG:TH
cc: C. A. Gardner

Superseded by letter of June 20, 1941
TH

R

RECEIVED
JUL 17 1941
FOR FILING

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 11, 1941

26-1147
2381

Subject: Three Culverts Project

To:

Mr. H. B. Glaisyer
Secretary
Office

Final [illegible] approved by [illegible] June 20, 1941
R

Dear Sir:

For your information, Mr. G. L. Potts completed work on Contract No. 2381, three culverts in Multnomah and Washington Counties, on June 1, 1941. Will you please secure authority from the Commission to pay the final estimate on this job.

Specified date of completion for work on this contract was January 31, 1941. We are arranging with the contractor to present his request for extension of time.

Yours very truly,

G. S. Paxson
Bridge Engineer

By W A Reeves
W. A. Reeves
Bridge Office Engineer

CAG:TH
cc: C. A. Gardner

RECEIVED
FEB 5 1941
[illegible]

26-1147
2381

Salem, Oregon
February 4, 1941

E. A. Collier
Division Engineer
9200 S. E. McLoughlin Blvd.,
Portland, Oregon

Dear Sir:

In accordance with your request of February 3rd, we are enclosing a copy of the agreement with the Portland Gas and Coke Company in regard to reimbursing the Highway Commission for additional cost due to changes in design of the culvert at Mile Post 5.80 on the Lower Columbia River Highway in connection with the work performed under contract No. 2381.

Yours very truly,

STATE HIGHWAY COMMISSION

By

Secretary

DGD:OA
Encl. 1

a

FORM E-30 REVISED 25M 9-40

RECEIVED
[illegible] 1941

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
February 3, 1941

Subject: Portland Gas Co. Agreement

To: Mr. H. B. Glaisyer
Secretary State Highway Commission
324 State Office Building
Salem, Oregon

Dear Sir:

Please furnish this office with a copy of the agreement wherein the Portland Gas Company agrees to reimburse the State Highway Commission for additional costs due to changes in signs on the culvert at Mile Post #5.80 on the Lower Columbia River Highway, Contract #2381.

Yours very truly,

E. A. COLLIER
Division Engineer

By: Wilbur M. Darby
Wilbur M. Darby
Office Engineer

WMD:IH

REFERRED TO Stuart
BY SECRETARY

Do we have an extra copy?
HBG

FORM E-80 REVISED 25M 9-40

RECEIVED
JAN 2 1941
FOR FILING

26-1147
2381

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 30, 1940

Subject: Three Culverts in Multnomah and Washington Counties

To:

Mr. C. B. McCullough
Asst. Chief Engineer
Office

Dear Sir:

Last fall we awarded a contract for the construction of three culverts in Multnomah and Washington Counties to Mr. G. L. Potts of Portland, in which we specified that the work be completed by January 31.

Mr. Potts has completed the culvert on the Linnton Road, and we have traffic back across the structure. The weather is such that it will be difficult to carry traffic satisfactorily on the other two culverts, and we have given him a shut-down order until next spring when we will order him back onto the job. This will then necessitate an extension of time.

Yours very truly,

G S Paxson

G. S. Paxson
Bridge Engineer

GSP:TH

NOTED
C. B. McCullough

RECEIVED
NOV 8 1940
FOR FILING

26-1147
2381

November 7, 1940

Mr. Gilbert L. Potts,
2947 N. E. 65th Avenue
Portland, Oregon

Dear Sir:

We are sending to you today, by express, one fully executed copy of State Highway Contract No. 2381 which was awarded to you on October 21, 1940, covering the construction of three culverts on the Lower Columbia River Highway and the Tualatin Valley and Beaverton-Aurora Highways, in Multnomah and Washington Counties.

This copy is for your records and files.

Yours very truly,

HBG:MC

Secretary

NOTED
D. G. DeSart

RECEIVED
NOV 8 1940
FOR FILING

26-1147
2381

November 7, 1940

Continental Casualty Co.,
C. A. Tomassene, Agent
Wilcox Building
Portland, Oregon

Gentlemen:

We are sending to you, today, by express, one fully executed copy of State Highway Contract No. 2381 which was awarded to G. L. Potts on October 21, 1940, covering the construction of three culverts in Multnomah and Washington Counties. This copy of the contract is for your records and files.

Yours very truly,

MC

Secretary

FORM E-161X 1500 9-40

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN
PORTLAND
HURON W. CLOUGH, MEMBER
CANYONVILLE
HERMAN OLIVER, MEMBER
JOHN DAY

OREGON
STATE HIGHWAY COMMISSION

R. H. BALDOCK, CHIEF ENGINEER
C. B. McCULLOUGH, ASST. CHIEF ENGINEER
J. M. DEVERS, CHIEF COUNSEL
H. B. GLAISYER, SECRETARY

OFFICE OF G. S. PAXSON, BRIDGE ENGINEER
SALEM

26-1147
2381

49

October 24, 1940

IN REPLY PLEASE
REFER TO FILE NO.

Portland Gas & Coke Company
Public Service Building
Portland, Oregon

RECEIVED
1940
LEGAL DEPT.

Gentlemen:

I am attaching an executed copy of the agreement between the Portland Gas & Coke Company and the State covering alterations to a culvert at Mile Post 65.60 on the Lower Columbia River Highway in Multnomah County. This copy is for your files.

Very truly yours,

R. H. Baldock
Chief Engineer

By

G. S. Paxson
Bridge Engineer

GSP CH
Attached
cc J. M. Devers ✓
H. B. Glaisyer

FORM E-30 REVISED 25M 5-40

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 16, 1940

Subject:

To: Mr. J. M. Devers
Chief Counsel
Office

Dear Sir:

At the Commission meeting on October 11, bids were taken on the construction of three culverts in Washington and Multnomah Counties. The bids were satisfactory, but award was referred to the engineer because of changes necessitated in one of the culverts on account of the location of two gas mains belonging to the Portland Gas & Coke Company and a city water main belonging to the City of Portland. This particular culvert is at Mile Post 2B-05.80 on the Lower Columbia River Highway in Multnomah County.

We have decided upon the changes necessary, and the low bidder, Mr. G. L. Potts of 2947 N. E. 65th Avenue, Portland, Oregon, has agreed to accept the award of the contract based on revised plans at the same unit prices which were tendered in his bid of October 11. The Portland Gas & Coke Company has informally agreed to reimburse us for any additional costs incurred by reason of the change in plans. These costs will be occasioned by additional excavation, additional concrete, and additional reinforcing steel. It is estimated that the total additional cost will be in the neighborhood of $200. Reimbursement from the company, however, will be based upon the difference in the quantities under the original design and under the revised design as computed at the completion of the job.

The details of the change consist in the lowering of the floor slab of the lower or east end of the culvert approximately 1.8 feet, the bottom slab to be sloped up from this elevation to the upper end of the culvert, which will remain at the same elevation as shown on the original plans. The deck of the culvert is to remain at roadway elevation as shown on the original plans, and the side walls will thus be increased in height by the amount in which the bottom slab is lowered. The two gas mains and the water main are to remain in place, and the culvert walls are to be built around them.

Our contractor will use all reasonable caution in the conduct of his work to prevent any damage to the mains, but I do not believe that either the State or the contractor should assume responsibility for any damage which might possibly occur.

The cost of moving these gas mains so that they would pass completely under the culvert would probably be as much as $5,000. The gas company can thus well afford to reimburse us for the few hundred dollars of additional cost of the culvert.

I presume that this should be the subject matter of a formal agreement with the gas company. We are anxious to get this contract awarded and to start work as soon as possible so that we may take advantage of any good weather that we may still have. I would ask that you prepare this agreement as soon as you possibly can.

Very truly yours,

G. S. Paxson
Bridge Engineer

GSP CM

RECEIVED
NOV 1 1940
FOR FILING

COPY

RECEIVED
25 1940
[illegible]

26-1147
2381

October 24, 1940

State Insurance Commission
Salem, Oregon

Gentlemen:

I am enclosing certificate of authority as attorney-in-fact for the Continental Casualty Company, which should have accompanied the contract and bond executed on behalf of G. L. Potts.

If, upon receipt of this certificate, you will approve the bond so that there will be no delay in the execution of the contracts by the Oregon State Highway Commission I will appreciate it very much.

Yours very truly,

C.A.Tomassene

Enc.
T/hh

CONTRACT NO.2381 G.L.POTTS

NOTED
D. G. DeSart

RECEIVED
OCT 24 1940
FOR FILING

26-1149
2381

October 23, 1940

Mr. C. A. Tomassene
Wilcox Building
Portland, Oregon

Dear Sir:

We have the four copies of Contract No. 2381 with G. L. Potts for the construction of three culverts in Multnomah and Washington Counties, on which your name appears as attorney-in-fact for the Continental Casualty Company.

The State Insurance Commission does not have on file your certificate of authority as attorney-in-fact, nor that of Helen Hofacker. Will you please forward these certificates to the Insurance Commission at your earliest convenience in order that they may approve this bond so that the contracts can be executed by the Oregon State Highway Commission.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

DGD:MBL

RECEIVED
FOR FILING

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TELEGRAM

26-1147
2381

October 21, 1940

Mr. G. L. Potts,
2947 N. E. 65th Avenue
Portland, Oregon

Dear Sir:

Confirming my wire to you of this date, the State Highway Commission awarded to you today the contract covering the construction of three culverts on the Lower Columbia River Highway, the Beaverton-Aurora Highway, and the Tualatin Valley Highway, respectively. This award was based on your low bid submitted on October 11, 1940, in the amount of $5,615.00.

Contract forms will be sent to you in a few days for execution.

Yours very truly,

HBG:MC Secretary

cc - G. S. Paxson
S. H. Probert

Sex confirmed

M

ED OTHERWISE ENT AT FULL RATE			
		FOREIGN	
RATE	X	FULL RATE	
DAY LETTER		CDE RATE	
NIGHT LETTER		URGENT	
SERIAL		DEFERRED	
RESERVATION		NIGHT LETTER	
TOUR-RATE		SHIP RADIO	

COPY

POSTAL TELEGRAPH—CABLE CO.

TELEGRAM

SALEM OREGON
OCTOBER 21, 1940

MR. G. L. POTTS,
2947 N. E. 65 AVENUE
PORTLAND, OREGON

STATE HIGHWAY COMMISSION AWARDED TO YOU TODAY CONTRACT COVERING CULVERT CONSTRUCTION IN MULTNOMAH AND WASHINGTON COUNTIES BASED ON LOW BID SUBMITTED BY YOU OCTOBER ELEVENTH. CONTRACT FORMS FOLLOW

H. B. GLAISYER, SECRETARY
STATE HIGHWAY COMMISSION

file

Your special attention is called to the paragraph under Section 7 (page 13) of the printed General Provisions, relating to the Workmen's Compensation Act. You will be expected to accept the terms of this act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the paragraph on the same page, relating to payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

MBL

NOTED
D. G. DeSart

RECEIVED
OCT 22 1940
FOR FILING

[illegible] 1107
2381

October 21, 1940

Mr. G. L. Potts
2947 N. E. 65th Avenue
Portland, Oregon

Dear Sir:

We are sending you today by express four copies of Contract No. 2381 which was awarded to you by the State Highway Commission on October 21, 1940, covering the construction of three culverts located in Multnomah and Washington Counties.

Kindly execute all four copies of this contract as to agreement and bond and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 7 (page 13) of the printed General Provisions, relating to the Workmen's Compensation Act. You will be expected to accept the terms of this act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the paragraph on the same page, relating to payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

MBL

NOTED
D. G. DeSart

AGREEMENT

THIS AGREEMENT made and entered into this 18th day of October, 1940, by and between the STATE OF OREGON, by and through its State Highway Commission, hereinafter called the "State", party of the first part, and PORTLAND GAS & COKE COMPANY, a corporation, hereinafter called the "Corporation", party of the second part;

WITNESSETH:

RECITALS:

1. The State has under consideration the construction of three culverts located as follows: one at mile post 05.80 on the Lower Columbia River Highway in Multnomah County, one at mile post 04.35 on the Tualatin Valley Highway in Washington County, and one at mile post 04.20 on the Beaverton-Aurora Highway in Washington County.

2. Plans and specifications for the construction of said project at said culverts were prepared by the Highway Commission and bids were called for as a result of which the Commission plans to award a contract to G. L. Potts of Portland, Oregon, whose bid was based upon plans and specifications as prepared and submitted.

3. After the preparation of the plans and specifications and after bids were received and the bid of the said G. L. Potts had been determined to be the lowest and best bid, it was disclosed that the location of two gas mains belonging to the Corporation affected the construction of the culvert located at mile post 05.80.

4. The presence of the said gas mains necessitated a revision of the plans and specifications with respect to said culvert, thereby resulting in increased cost to the State.

5. The Corporation recognizes that to provide for its gas mains in connection with the construction of the culvert at mile post 05.80 there will be made necessary additional excavation, additional concrete and additional reinforcing steel.

6. The State and the Corporation have mutually agreed on all matters with respect to the construction of said culvert, and adequate provision for the accommodation of the Corporation's gas mains.

NOW, THEREFORE, the premises being as stated generally in the foregoing recitals, it hereby is agreed by these parties as follows:

THINGS TO BE DONE BY THE STATE:

1. The State shall require its contractor when constructing the culvert at mile post 05.80 to construct the same pursuant to the revised plans, and in connection therewith to do the necessary excavation work, construct the necessary additional concrete, provide and install the necessary additional reinforcing steel and do all other things necessary to make adequate provision for the said gas mains.

2. In general the said work shall consist of lowering of the floor slab of the lower or east end of the culvert approximately one foot eight inches, the bottom slab to be sloped up from said elevation to the upper end of the culvert. The upper end of the culvert shall remain at the same elevation shown on the original plans.

3. When the work is completed the deck of the culvert shall be left at roadway elevation as shown on the original plans, and the sidewalls shall be increased in height by the distance to which the bottom slope has been lowered. The two gas mains shall remain in place and the culvert walls shall be built around the gas mains.

4. The State shall require its contractor to use all reasonable care and caution in the conduct of the work so as to avoid damage to the gas mains, but the State shall not be held responsible should the gas mains be damaged in any way in connection with the performance of the work.

5. Pay in the first instance to the State's contractor the cost incident to making provision for said mains, said cost to be determined by the unit prices specified in the State's contract with G. L. Potts, and the State shall keep an accurate detailed account of such additional costs and furnish the Corporation with an accurate statement thereof when the work is completed. In this connection the Corporation shall be at liberty to examine the State's records in the event the Corporation is not satisfied with the statement furnished by the State.

THINGS TO BE DONE BY THE CORPORATION:

1. Reimburse the State for the cost incurred in making provision for the said mains upon being furnished by the State with an itemized statement of such costs. In this connection it is estimated that the additional cost will be the sum of $200, but it is understood that said sum is an estimate only and the actual amount of the cost is to be determined by the amount which the State is required to pay its contractor for the work provided for in this agreement.

2. Accept responsibility for any damage done to the mains in connection with the work covered by this contract, and relieve the State, its State Highway Commission, officers or agents from any and all liability, and relieve also the State's contractor, except for things chargeable to the negligence or carelessness of the contractor or those in his employ and under his control.

IN WITNESS WHEREOF, the parties hereto have subscribed their names and affixed their seals the day and year first above written.

ATTEST:

Secretary

APPROVED:

State Highway Engineer

STATE OF OREGON, by and through
its State Highway Commission,

By Henry F. Cabell
As Chairman

By
As Commissioner

By Herman Oliver
As Commissioner

Party of the First Part

ATTEST:

Asst. Secretary

PORTLAND GAS & COKE COMPANY

By E L Hall
Vice President

By
Secretary

Party of the Second Part

Ok. as to form
[illegible]
10-17-40

JMD:PW
10/17/40

CONTRACT# [redacted] 2382

141-F-2 North Marshfield & Marshfield- 1940
Bunker Hill Sec., Oregon Coast Hwy.
#2382

RECEIVED

FOR FILING

Stencil No. 124

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

141-F-2

April 18, 1945

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon SN-FAP 141-F(2)
Ingersoll Ave.-Johnson Ave. (Marshfield)
Oregon Coast Highway.

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the modified project agreement and certificate for the above-numbered project.

Very truly yours,

W. H. LYNCH
~~District~~ Engineer

By L J Caufield
L. J. Caufield
Sr. Highway Engineer

Encl.

RECEIVED
APR 19 1945
OREGON
STATE HIGHWAY COMMISSION

Jon

MAYpr. 9502

Section F(2)
Oregon Federal Aid Project No. SN-FAP 141

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on February 18, 1941 by the Oregon State Highway Commission, and on March 8, 1941 by the Federal Works Administrator, the said parties entered into an agreement for the improvement of that certain highway described therein and designated as Oregon Federal Aid Project No. 141, Section F(2), hereafter to be known and designated as Oregon Federal Aid Project No. SN-FAP 141, Section F(2); and

WHEREAS, said project is located on the strategic network of highways and under construction during the period of the emergency declared by the President on May 27, 1941; and

WHEREAS, the Highway Department has requested an increase in the Federal share payable on account of said project as authorized in section 4 of the Defense Highway Act of 1941, approved November 19, 1941 (Pub. Law No. 295 - 77th Cong.), and has requested that the Federal funds approved and set aside to the credit of the project be increased from $7,890.00 to $10,085.00.

NOW, THEREFORE, it is hereby mutually agreed by and between the said State Highway Department and the Administrator that the estimate be revised in the manner above indicated and that said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Administrator has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of ten thousand, eighty-five and 00/100 dollars ($10,085.00) as the share of the United States payable under said act on account of Section F(2) of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof;"

Article IV shall read:

"Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section F(2) of said project shall not in any event exceed the sum of ten thousand, eighty-five and 00/100 dollars ($10,085.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of twelve thousand, nine hundred twenty-four and 34/100 dollars ($12,924.34), the approved total estimated cost of Section F(2) of said project."

Except as herein specifically modified the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

IN WITNESS WHEREOF the parties have hereunto affixed their signatures, the Highway Department on February 23 1945, and the Administrator on MAR 2 8 1945.

OREGON STATE HIGHWAY COMMISSION

By T.H. Banfield
Chairman, State Highway Commission

By Arthur W. Schaupp
Member, State Highway Commission

By ______________________
Member, State Highway Commission

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

FEDERAL WORKS ADMINISTRATOR,

By ______________________
Acting Commissioner of Public Roads

Oregon Federal Aid Project No. SN-FAP 141
Section F(2)

RECEIVED 1945

Form PR. 3—Revised

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Agency as Federal Aid Project No. [illegible]-FAP 141-F(2) State of Oregon

Second. That in accordance with said provisions I have approved the sum of $ 12,924.34 in lieu of the $7,890.00 approved by Certificate dated March 8, 1941 as the total estimated cost of said project, and the sum of $ 10,085.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this .... day of ....

one thousand nine hundred and [illegible] 3 1945

Federal Works Administrator,

By O'Leary
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—10120

APR 13 194[illegible]

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APR 20 1945
FOR FILING

Stencil No. 121

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

172-A-3
2382

April 18, 1945

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon SN-FAP 172-A(3)
Marshfield-Bunker Hill Section
Oregon Coast Highway.

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the modified project agreement and certificate for the above-numbered project.

Very truly yours,

W. H. LYNCH
Division Engineer

By L J Caufield
L. J. Caufield
Sr. Highway Engineer

Encl.

RECEIVED
APR 19 1945
OREGON
STATE HIGHWAY COMMISSION

Jon

Hwy pr. 9582

Section A(3)
Oregon Federal Aid Project No. SN-FAP 172

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on March 4, 1941 by the Oregon State Highway Commission, and on March 17, 1941 by the Federal Works Administrator, the said parties entered into an agreement for the improvement of that certain highway described therein and designated as Oregon Federal Aid Project No. 172, Section A(3), hereafter to be known and designated as Oregon Federal Aid Project No. SN-FAP 172, Section A(3); and

WHEREAS, said project is located on the strategic network of highways and under construction during the period of the emergency declared by the President on May 27, 1941; and

WHEREAS, the Highway Department has requested an increase in the Federal share payable on account of said project as authorized in section 4 of the Defense Highway Act of 1941, approved November 19 1941 (Pub. Law No. 295 - 77th Cong.), and has requested that the Federal funds approved and set aside to the credit of the project be increased from $20,040.00 to $24,360.00.

NOW, THEREFORE, it is hereby mutually agreed by and between the said State Highway Department and the Administrator that the estimate be revised in the manner above indicated and that said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Administrator has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of twenty-four thousand, three hundred sixty and 00/100 dollars ($24,360.00) as the share of the United States payable under said act on account of Section A(3) of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof;"

Article IV shall read:

> "Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section A(3) of said project shall not in any event exceed the sum of twenty-four thousand, three hundred sixty and 00/100 dollars ($24,360.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of thirty-two thousand, eight hundred forty-four and 57/100 dollars ($32,844.57), the approved total estimated cost of Section A(3) of said project."

Except as herein specifically modified the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

IN WITNESS WHEREOF the parties have hereunto affixed their signatures, the Highway Department on February 23 1945, and the Administrator on MAR 23 1945.

OREGON STATE HIGHWAY COMMISSION

By T H Banfield
Chairman, State Highway Commission

By Arthur W. Schaupp
Member, State Highway Commission

By
Member, State Highway Commission

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

SECRETARY

FEDERAL WORKS ADMINISTRATOR,

By O'Leary
Acting Commissioner of Public Roads

Oregon Federal Aid Project No. SN-FAP 172
Section A(3)

Form PR. 3—Revised

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Agency as Federal Aid Project No. [illegible]-FAP 172-A(3) State of Oregon

Second. That in accordance with said provisions I have approved the sum of $ 32,844.57 in lieu of the $20,040.00 approved by Certificate dated March 17, 1941 as the total estimated cost of said project, and the sum of $ 24,360.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this .... day of ....

one thousand nine hundred and MAR 23 1945

Federal Works Administrator,

By H. J. O'Leary
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—10120

RECEIVED
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FOR FILING
Stencil No. 124

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

141-6-1
2382

March 24, 1945

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon SN-FAP 141-G(1)
North Marshfield Section
Oregon Coast Highway.

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the modified project agreement and certificate for the above-numbered project.

Very truly yours,

W. H. LYNCH
Division Engineer

By L J Caufield
L. J. Caufield
Sr. Highway Engineer

Encl.

RECEIVED
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COMMISSION

Jon

F-DM

#94pr-9581

Section G(1)
Oregon Federal Aid Project No. SN-FAP 141

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on March 4, 1941 by the Oregon State Highway Commission, and on March 17, 1941 by the Federal Works Administrator, the said parties entered into an agreement for the improvement of that certain highway described therein and designated as Oregon Federal Aid Project No. 141, Section G(1), hereafter to be known and designated as Oregon Federal Aid Project No. SN-FAP 141, Section G(1); and

WHEREAS, said project is located on the strategic network of highways and under construction during the period of the emergency declared by the President on May 27, 1941; and

WHEREAS, the Highway Department has requested an increase in the Federal share payable on account of said project as authorized in section 4 of the Defense Highway Act of 1941, approved November 19, 1941 (Public Law No. 295 - 77th Cong.), and has requested that the Federal funds approved and set aside to the credit of the project be increased from $37,490.00 to $48,409.00.

NOW, THEREFORE, it is hereby mutually agreed by and between the said State Highway Department and the Administrator that the estimate be revised in the manner above indicated and that said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Administrator has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of forty-eight thousand, four hundred nine and 00/100 dollars ($48,409.00) as the share of the United States payable under said act on account of Section G(1) of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof;"

Article IV shall read:

> "Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section G(1) of said project shall not in any event exceed the sum of forty-eight thousand, four hundred nine and 00/100 dollars ($48,409.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of sixty-one thousand, four hundred forty-eight and 52/100 dollars ($61,448.52), the approved total estimated cost of Section G(1) of said project."

Except as herein specifically modified the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

IN WITNESS WHEREOF the parties have hereunto affixed their signatures, the Highway Department on February 23 1945, and the Administrator on MAR - 9 1945.

OREGON STATE HIGHWAY COMMISSION

By T H Banfield Ch
Chairman, State Highway Commission

By Arthur W Schaupp
Member, State Highway Commission

By
Member, State Highway Commission

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

FEDERAL WORKS ADMINISTRATOR,

By
Acting Commissioner of Public Roads

Attest

Oregon Federal Aid Project No. [illegible]-FAP 141
Section G(1).

Form PR. 3—Revised

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Agency as Federal Aid Project No. [illegible]-FAP 141-G(1) State of Oregon

Second. That in accordance with said provisions I have approved the sum of $61,448.52 in lieu of the $37,490.00 approved by Certificate dated March 17, 1941 as the total estimated cost of said project, and the sum of $18,409.00 / as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this .... day of ....

one thousand nine hundred and MAR - 9 1945

Federal Works Administrator,

By W. J. O'Leary
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—10130

RECEIVED

141-G (1)

February 27, 1945

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing herewith two signed copies of project agreement for the North Marshfield Section, Project No. [illegible]-FAP 141 G (1).

Very truly yours,

C. B. McCullough
Assistant State Highway Engineer

Encl.

RECEIVED
FEB 28 1945
FOR FILING

141 - F(2)

February 27, 1945

Mr. F. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing herewith two signed copies of project agreement for the Ingersoll Avenue-Johnson Avenue (Marshfield) Section, Project No. 141-F (2).

Very truly yours,

C. B. McCullough
Assistant State Highway Engineer

Encl.

RECEIVED
[illegible] 1945

172 - A (3)

February 27, 1945

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing herewith two signed copies of project agreement for the Marshfield-Bunker Hill Section, Project No. 172 A (3).

Very truly yours,

C. B. McCullough
Assistant State Highway Engineer

Encl.

M

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

February 20, 1945

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed modified project agreement for signature and return to this office for Oregon FAP 172-A(3), Marshfield-Bunker Hill Section of the Oregon Coast Highway.

Enclosed also is an approved copy of the detail estimate upon which the agreement was based, ~~together with approved copy of specifications.~~

Very truly yours,

W. H. LYNCH
Division Engineer

By L J Caufield
L. J. Caufield
Sr. Highway Engineer

Encls.

RECEIVED
FEB 21 1945
OREGON
STATE HIGHWAY COMMISSION

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FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

February 20, 1945

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed modified project agreement for signature and return to this office for Oregon FAP 141-F(2), Ingersoll Ave.-Johnson Ave. (Marshfield) Section of the Oregon Coast Highway.

Enclosed also is an approved copy of the detail estimate upon which the agreement was based, ~~[illegible]~~

Very truly yours,

W. H. LYNCH
Division Engineer

By LJCaufield
L. J. Caufield
Sr. Highway Engineer

Encls.

RECEIVED
FEB 2 1 1945
OREGON
STATE HIGHWAY COMMISSION

Fr

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

February 20, 1945

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed modified project agreement for signature and return to this office for Oregon FAP 141-G(1), North Marshfield Section of the Oregon Coast Highway.

Enclosed also is an approved copy of the detail estimate upon which the agreement was based, ~~together with approved copy of specifications~~.

Very truly yours,

W. H. LYNCH
Division Engineer

By L. J. Caufield
L. J. Caufield
Sr. Highway Engineer

Encls.

RECEIVED
FEB 21 1945
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JAN 20 1945
FOR FILING

SN-FAP 141-F (2)

January 17, 1945

Mr. W. E. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing herewith seven copies of estimate as basis for modified agreement for the Ingersoll Avenue-Johnson Avenue (Marshfield) Section, Project No. SN-FAP 141-F (2).

Very truly yours,

R. H. Baldock
State Highway Engineer

Dictated by J. [illegible] Nash/GS

Encl.

Oregon State Highway Department　　　　Federal Aid Project No. 141-F (2)

INGERSOLL AVE.-JOHNSON AVE. (MARSHFIELD) SECTION OF THE OREGON COAST HIGHWAY IN COOS COUNTY

(Estimate as basis for modified agreement. Based on low bid prices.)

Salem, Oregon, January 12, 1945

Work Performed Prior to May 27, 1941

25	cu. yds.	Trench Excavation	$ 1.00	$ 25.00
		Subtotal		$ 25.00
		Engr. & Cont.		180.00
		Total		$ 205.00

Work Performed Subsequent to May 27, 1941

All Required		Clearing and Grubbing		$ 89.00
670	cu. yds.	General Excavation, Unclassified	$ 0.30	201.00
0.11	mile	Finishing Roadbed and Slopes	300.00	33.00
770	sq. yds.	Removal of Pavement and Walks	0.25	192.50
1,200	lin. ft.	Removal of Curbs and Gutters	0.10	120.00
5	only	Removal of Catch Basins	5.00	25.00
20	lin. ft.	Pavement Cutting	0.75	15.00
70	lin. ft.	6" Sewer Pipe	0.50	35.00
30	lin. ft.	8" Sewer Pipe	0.60	18.00
1	only	Adjusting Manholes	10.00	10.00
5	only	Special Concrete Catch Basins	25.00	125.00
58	cu. yds.	Concrete Curb and Gutters	19.00	1,102.00
550	sq. yds.	Concrete Sidewalks	1.50	825.00
110	lin. ft.	Expansion Joints in Concrete Walks	0.04	4.40
80	sq. yds.	Concrete Driveways	2.00	160.00
620	tons	3" - 0" Material in Base	1.60	992.00
80	tons	3/4" - 0" Material in Leveling Course and Shoulders	1.70	136.00
50	tons	1" - 0" Material in Cushion Course	1.70	85.00
20	tons	Filler	0.40	8.00
20	yd. mi.	Hauling Filler	0.10	2.00
12	M-gal.	Sprinkling	1.50	18.00
80	lin. ft.	Expansion Joints in Pavement	0.15	12.00
80	only	Dowel Bars	0.20	16.00
1,050	lbs.	Tie Bars and Reinforcement	0.06	63.00
1,300	sq. yds.	Portland Cement Concrete Base	2.00	2,600.00
297	tons	Class "A" Asphaltic Concrete	7.50	2,227.50
140	tons	Class "B" Asphaltic Concrete	7.50	1,050.00
208	tons	Class "C" Asphaltic Concrete	7.50	1,560.00
		Subtotal		$ 11,724.40
		Engr. & Cont.		994.94
		Total		$ 12,719.34

Length	0.112 mile
Cost per mile	$115,395.89

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	Federal Aid Funds	State Funds
Work Prior to May 27, 1941	$ 205.00	$ 125.00	$ 80.00
Work Subsequent to May 27, 1941	12,719.34	9,960.00	2,759.34
	$12,924.34	$10,085.00	$2,839.34

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1930; Chap. 579, laws 1939
State Funds for Maintenance: Chap. 579, laws 1939

RECEIVED
JAN 20 1945
FOR FILING

141-G-1

January 17, 1945

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing herewith seven copies of estimate as basis for modified agreement for the North Marshfield Section, Project No. SN-FAP 141-G (1).

Very truly yours,

R. H. Baldock
State Highway Engineer

Dictated by J. W. Nash/GS

Encl.

Oregon State Highway Department Federal Aid Project No. 141-B(1)

NORTH MARSHFIELD SECTION OF THE
OREGON COAST HIGHWAY IN COOS COUNTY

(Estimate as basis for modified agreement. Based on low bid prices.)

Salem, Oregon, January 12, 1945

OUTSIDE CITY OF MARSHFIELD (STA. 221+31 TO 225+17)

Work Performed Prior to May 27, 1941

172	cu. yds.	Trench Excavation	$ 1.00	$ 172.00
40	lin. ft.	Pavement Cutting	.75	30.00
120	lin. ft.	18" Concrete Pipe	2.20	264.00
80	lin. ft.	18" Extra Strength Concrete Pipe	2.50	200.00
1.0	M-FBM	Lumber and Timber	30.00	30.00
17.0	cu. yds.	Class "A" Concrete in Cradles	20.00	340.00
140	tons	3" - 6" Material in Base	1.60	224.00
			Subtotal	$ 1,260.00
			Engr. & Cont.	126.00
			Total	$ 1,386.00

Work Performed Subsequent to May 27, 1941

All Required		Clearing and Grubbing		$ 95.00
120	cu. yds.	General Excavation, Unclassified	$ .30	36.00
.07	mile	Finishing Roadbed and Slopes	300.00	21.00
395	sq. yds.	Removal of Pavement and Walks	.25	98.75
270	lin. ft.	Removal of Curbs and Gutters	.10	27.00
27	lin. ft.	12" Corr. Metal Pipe	1.50	40.50
69	lin. ft.	12" Concrete Pipe	.95	65.55
50	lin. ft.	18" Concrete Pipe	2.20	110.00
10	lin. ft.	18" Extra Strength Concrete Pipe	2.50	25.00
3	only	Standard Concrete Catch Basins	20.00	60.00
26	cu. yds.	Concrete Curbs and Gutters	19.00	494.00
All Required		Constructing Recesses for Curb Markers (10%)		5.00
70	sq. yds.	Concrete Driveways	2.00	140.00
0.25	M-FBM	Lumber and Timber	30.00	7.50
6	cu. yds.	Class "A" Concrete in Cradles	20.00	120.00
20	cu. yds.	Class "A" Concrete in Box Culvert	20.00	400.00
1,500	lbs.	Metal Reinforcement	.06	90.00
5	only	Wood Sight Posts	2.50	12.50
440	tons	3" - 6" Material in Base	1.60	704.00

40	tons	3/4" - 0" Material in Leveling Course and Shoulders	$ 1.70	$ 68.00
40	tons	1" - 0" Material in Cushion Course	1.70	68.00
30	cu. yds.	Filler	.40	12.00
30	yd. mile	Hauling Filler	.10	3.00
13	M-gals.	Sprinkling	1.50	19.50
1,260	sq. yds.	Portland Cement Concrete Pavement	2.05	2,583.00
130	lin. ft.	Expansion Joints in Pavement	.15	19.50
686	lin. ft.	Contraction Joints	.02	13.72
130	only	Dowel Bars	.20	26.00
1,230	lbs.	Tie Bars and Reinforcement	.06	73.80
6	tons	Furnishing and Placing Aggregates	3.90	23.40
0.5	tons	Furnishing and Placing 151-200 Asphalt	38.00	19.00
			Subtotal	$ 5,402.52
			Engr. & Cont.	540.25
			Total	$ 5,942.77

Length .073 mile

Cost per mile $100,394.10

INSIDE CITY OF MARSHFIELD (STA. 225+17 TO 262+00)

Work Performed Prior to May 27, 1941

320	cu. yds.	Trench Excavation, Unclassified	$ 1.00	$ 320.00
275	sq. yds.	Removal of Pavement and Walks	.25	68.75
130	lin. ft.	Removal of Curbs and Gutters	.10	13.00
70	lin. ft.	Pavement Cutting	.75	52.50
100	lin. ft.	8" Concrete Pipe	.60	60.00
391	lin. ft.	12" Concrete Pipe	.95	371.45
40	lin. ft.	12" Extra Strength Concrete Pipe	1.20	48.00
200	lin. ft.	18" Concrete Pipe	2.20	440.00
45	lin. ft.	18" Extra Strength Concrete Pipe	2.50	112.50
45	lin. ft.	24" Concrete Pipe	2.80	126.00
2	only	Standard Concrete Catch Basins	20.00	40.00
2.5	M-FBM	Lumber and Timber	30.00	75.00
55	cu. yds.	Class "A" Concrete in Cradles	20.00	1,100.00
200	tons	3" - 0" Material in Base	1.60	320.00
			Subtotal	$ 3,147.20
			Engr. & Cont.	314.72
			Total	$ 3,461.92

Work Performed Subsequent to May 27, 1941

All Required	Clearing and Grubbing		$ 556.00
2,590 cu. yds.	General Excavation, Unclassified	$ .30	777.00

0.70	mile	Finishing Roadbed and Slopes	$300.00	$ 210.00
690	sq. yds.	Removal of Pavement and Walks	.25	172.50
1	only	Removal of Catch Basin	5.00	5.00
8	lin. ft.	Pavement Cutting	.75	6.00
530	lin. ft.	12" Corr. Metal Pipe	1.50	795.00
130	lin. ft.	8" Concrete Pipe	.60	78.00
10	lin. ft.	12" Extra Strength Concrete Pipe	1.20	12.00
18	lin. ft.	18" Concrete Pipe	2.20	39.60
50	lin. ft.	Salvaging Culvert Pipe	.50	25.00
13	only	Standard Concrete Catch Basins	20.00	260.00
4	only	Concrete Inlets	20.00	80.00
314	cu. yds.	Concrete Curbs and Gutters	19.00	5,966.00
All Required		Constructing Recesses for Curb Markers (90%)		45.00
280	sq. yds.	Concrete Driveways	2.00	560.00
0.55	M-FBM	Lumber and Timber	30.00	16.50
12	only	Wood Sight Posts	2.50	30.00
5,240	tons	3" - 0" Material in Base	1.60	8,384.00
310	tons	3/4" - 0" Material in Leveling Course and Shoulders	1.70	527.00
360	tons	½" - 0" Material in Cushion Course	1.70	612.00
290	cu. yds.	Filler	.40	116.00
290	yd. mi.	Hauling Filler	.10	29.00
116	M-gals.	Sprinkling	1.50	174.00
12,040	sq. yds.	Portland Cement Concrete Pavement	2.05	24,682.00
1,270	lin. ft.	Expansion Joints in Pavement	.15	190.50
5,974	lin. ft.	Contraction Joints	.02	119.48
1,270	only	Dowel Bars	.20	254.00
11,770	lbs.	Tie Bars and Reinforcement	.06	706.20
92	tons	Furnishing and Placing Aggregates	3.90	358.80
70	tons	Furnishing and Placing 151-200 Asphalt	38.00	266.00
			Subtotal	$46,052.58
			Engr. and Cont.	4,605.25
			Total	$50,657.83

Length 0.652 mile
Cost per mile $77,646.70

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	Federal Aid Funds	State Funds
Work Performed Prior to May 27, 1941			
Outside City	$ 1,386.00	$ 845.00	$ 541.00
Inside City	3,461.92	2,112.00	1,349.92
	$ 4,847.92	$ 2,957.00	$ 1,890.92
Work Performed Subsequent to May 27, 1941			
Outside City	$ 5,942.77	$ 4,772.00	$ 1,170.77
Inside City	50,657.83	40,680.00	9,977.83
	$56,600.60	$45,452.00	$11,148.60
	$61,448.52	$48,409.00	$13,039.52

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

RECEIVED
JAN 20 1945
FOR FILING

FAP 172-A (3)

January 17, 1945

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing herewith seven copies of estimate as basis for modified agreement for the Marshfield-Bunker Hill Section, Project No. SN-FAP 172-A (3).

Very truly yours,

R. H. Baldock
State Highway Engineer

Dictated by J. N. Nash/GS

Encl.

Oregon State Highway Department Federal Aid Project No. 172-A (3)

MARSHFIELD-BUNKER HILL SECTION
OF THE OREGON COAST HIGHWAY IN COOS COUNTY

(Estimate as basis for modified agreement. Based on low bid prices.)

Salem, Oregon, January 12, 1943

Work Performed Subsequent to May 27, 1941

Inside City (Sta. 23+32 to 34+67.5)

All Required		Clearing and Grubbing		$ 171.00
20	cu. yds.	Trench Excavation, Unclassified	$ 1.00	20.00
4,547	cu. yds.	General Excavation, Unclassified	0.30	1,364.10
150	yd. mi.	Truck Haul	0.10	15.00
0.21	mile	Finishing Roadbed and Slopes	300.00	63.00
101	lin. ft.	8" Corr. Metal Pipe	1.00	101.00
6	only	Corr. Metal Catch Inlets	25.00	150.00
2.8	cu. yds.	Concrete Curbs and Gutters	19.00	[illegible]
127	cu. yds.	Salvaging Surfacing Materials	0.50	63.50
3,570	tons	3" - 0" Material in Base	1.60	5,712.00
230	tons	1½" - 3/4" Material in Leveling Course	1.70	391.00
210	tons	3/4" - 0" Material in Leveling Course and Shoulders	1.70	357.00
200	tons	½" - 0" Material in Cushion Course	1.70	340.00
135	tons	Filler	0.40	54.00
135	yd. mi.	Hauling Filler	0.10	13.50
73	M-gal.	Sprinkling	1.50	109.50
5,140	sq. yds.	Portland Cement Concrete Pavement	2.05	10,537.00
440	lin. ft.	Expansion Joints in Pavement	0.15	66.00
2,640	lin. ft.	Construction Joints	0.02	52.80
440	lin. ft.	Dowel Bars	0.20	88.00
10,100	lbs.	Tie Bars and Reinforcement	0.06	606.00
150	tons	Furnishing and Placing Aggregates	3.90	585.00
15	tons	Furnishing and Placing 151-200 Asphalt	38.00	570.00
85	tons	Class "A" Asphaltic Concrete	7.50	637.50
17	tons	Class "C" Asphaltic Concrete	7.50	127.50
		Subtotal		$ 22,232.40
		10% Engr. & Cont.		2,223.24
		Total		$ 24,455.64

Length 0.215 mile

Cost per mile $ 113,747.16

Outside of City (Sta. 79+01.5 to 82+60.8)

All Required		Clearing and Grubbing		$ 54.00
15	cu. yds.	Trench Excavation, Unclassified	$ 1.00	15.00
1,573	cu. yds.	General Excavation, Unclassified	0.30	471.90
450	yd. mi.	Truck Haul	0.10	45.00
.07	mile	Finishing Roadbed and Slopes	300.00	21.00
59	lin. ft.	8" Corr. Metal Pipe	1.00	59.00
2	only	Corr. Metal Catch Inlets	25.00	50.00
173	cu. yds.	Salvaging Surfacing Materials	0.50	86.50
1,130	tons	3" - 0" Material in Base	1.60	1,808.00
80	tons	1½" - 3/4" Material in Leveling Course	1.70	136.00
90	tons	3/4" - 0" Material in Leveling Course	1.70	153.00
70	tons	½" - 0" Material in Cushion Course	1.70	119.00
45	tons	Filler	0.40	18.00
45	yd. mi.	Hauling Filler	0.10	4.50
35	M-gals.	Sprinkling	1.50	52.50
1,660	sq. yds.	Portland Cement Concrete Pavement	2.05	3,403.00
140	lin. ft.	Expansion Joints in Pavement	0.15	21.00
880	lin. ft.	Contraction Joints	0.02	17.60
140	only	Dowel Bars	0.20	28.00
7,050	lbs.	Tie Bars and Reinforcement	0.06	423.00
52	tons	Furnishing and Placing Aggregates	3.90	202.80
5	tons	Furnishing and Placing 151-200 Asphalt	38.00	190.00
28	tons	Class "A" Asphaltic Concrete	7.50	210.00
5	tons	Class "C" Asphaltic Concrete	7.50	37.50
			Subtotal	$ 7,626.30
			10% Engr. & Cont.	762.63
			Total	$ 8,388.93

Length .068 mile
Cost per mile $ 123,366.61

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	Federal Aid Funds	State Funds
Inside City	$ 24,455.64	$ 18,138.00	$ 6,317.64
Outside City	8,388.93	6,222.00	2,166.93
	$ 32,844.57	$ 24,360.00	$ 8,484.57

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

RECEIVED
FORM B-30 30M 9-41
FEB 10 1943
FOR FILING

141-F-2

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Feb. 9, 1943

Subject: Request for release of warrants on final estimates.

To: Mr. H. B. Glaisyer
O-f-f-i-c-e

	Vou. #	Cont. #	Est. #	Name	Am't.	Wt. #	Note
1.	1256	2382	11-Final	Roy L. Houck	5,170.04	236441	
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
11.							
12.							

ACCEPTED? Yes Ok to release
O.M.

NOTED
A. L. MONSON

ACCOUNTING DIVISION

By______________
Bookkeeping Dept.

Approved______________
Secretary

RECEIVED
JAN 27 1943
FOR FILING

141-F-2

January 25, 1943

Mr. Roy L. Houck
1585 North 20th St.
Salem, Oregon

Dear Sir:

The State Highway Commission, at its meeting on January 14, 1943, granted you the extension of time requested, from August 31, 1941, to October 5, 1942, without penalty, in connection with contract No. 2382, North Marshfield and Marshfield-Bunker Hill Sections of the Oregon Coast Highway, in Coos County.

Very truly yours,
OREGON STATE HIGHWAY COMMISSION

By

Secretary

AM

cc - K. D. Lytle

RECEIVED
JAN 21 1943
FOR FILING

141-726-4-
172-G-3

January 20, 1943

Great American Indemnity Company
Mr. C. A. Tomassene, Agent
Wilcox Building
Portland, Oregon

Gentlemen:

You are hereby notified that state highway contract No. 2382 for work on the North Marshfield and Marshfield-Bunker Hill Sections of the Oregon Coast Highway, in Coos County, has been completed by the contractor, Roy L. Houck, and that final payment in the amount of $5,170.04, will be made on or after January 30, 1943.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is served upon you since you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total contract amount is $101,114.90, and that no force account work was performed therein. This contract was completed on October 5, 1942, and accepted by the Commission on January 14, 1943.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

BS

NOTED
A. L. MONSON

RECEIVED
DEC 30 1942
FOR FILING

141-F-2

December 28th, 1942

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

Will you kindly concur in an extension of time for Roy L. Houck on the North Marshfield-Bunker Hill Section from August 31st, 1941 to October 5th, 1942, Contract No. 2382, FAP 141-F (2), G (1), 172-A (3).

The contract stipulated that all buildings would be removed from the right of way by July 1st, 1941, but the Union Oil Company was unable to get their oil pipe lines entirely cleared until October 20th, 1941.

However, the greatest difficulty in completing the job on time was occasioned by labor troubles. Houck consistently refused to make any agreements with the unions, and they maintained a picket on the job all the time he was working. Because of this the United States Employment Service refused to assign any men to the job, and he was unable to hire good men.

The union succeeded in having the gravel producers refuse to furnish concrete aggregate to the contractor, and he was forced to ship the material from Eugene.

When the project was shut down in December of 1941 all the paving had been completed, and all that remained to be done was the oiling of the shoulders, footpaths and approaches. This work had been sub-contracted and should have been completed early in the summer of 1942, but the sub-contractor was busy on war jobs and refused to perform the work, which had to be done by a state crew. This delayed the completion of the job until late in the fall of 1942.

The unforeseen circumstances in connection with this job render it advisable to grant the extension of time without engineering penalty. May we have your concurrence?

Very truly yours,

R. H. BALDOCK
CHIEF ENGINEER

H

cc to: H. G. Smith

RECEIVED
FEB 11 1943
FOR FILING

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

POST OFFICE BUILDING
PORTLAND, OREGON

MONTANA
OREGON
WASHINGTON 141-F-2

December 14, 1942

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Final inspection of Oregon SN-FAP 141-F (2), Ingersoll Ave.-Johnson Ave. Section, Oregon Coast Highway, in Marshfield ____________________, was made by a representative of this office on November 14, 1942.

Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L Caufield
L. J. Caufield
Sr. Highway Engineer

RECEIVED
DEC 1[illegible] 1942

141-G-1

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

IN YOUR REPLY PLEASE
REFER TO FILE No.________

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

Stencil No. 8

RECEIVED
FOR FILING

December 10, 1942

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Final inspection of Oregon SN-FAP 141-G (1), North Marshfield Section of the Oregon Coast Highway ________, was made by a representative of this office on November 14, 1942. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Sr. Highway Engineer

RECEIVED
DEC 11 1942
COMMISSION

Jron

172-A-3

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

Stencil No. 9.

FEDERAL PUBLIC ROADS ADMINISTRATION

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREGON

December 10, 1942

RECEIVED
FOR FILING

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Final inspection of Oregon SN-FAP172-A (3), Marshfield-Bunker Hill Section of the Oregon Coast Highway ________, was made by a representative of this office on November 14, 1942. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Sr. Highway Engineer

RECEIVED
DEC 11 1942
STATE HIGHWAY COMMISSION

Jun

RECEIVED
NOV 25 1942
FOR FILING

141-F-2

November 25, 1942

Warren Northwest, Inc.
Box 5072
Portland, Oregon

Attention: A. H. Eppling, Sec.-Treas.

Gentlemen:

This acknowledges receipt of the carbon copy of your letter to the Secretary of State, advising that your claim against Roy L. Houck in connection with contract No. 2382, North Marshfield and Marshfield-Bunker Hill Sections of the Oregon Coast Highway, has been paid in full.

We are today making note of this information on our records of this contract.

Very truly yours,

AM Secretary

cc - Great American Indemnity Co.
C. A. Tomassene, Agent
Wilcox Bldg.
Portland, Oregon

WARREN NORTHWEST INC.
PORTLAND, OREGON

November 24, 1942.

Secretary of State,
State of Oregon,
Salem, Oregon.

Dear Sir:

Claim against Roy L. Houck on Oregon State Highway contract No. 2382, North Marshfield and Marshfield-Bunker Hill Section of the Oregon Coast Highway in Coos County has been paid in full and we hereby request that Roy L. Houck be released from all claims we have filed against this contract.

Yours very truly,

WARREN NORTHWEST INC.

BY A.M. Eppling
A.M. Eppling
Sec.-Treas.

AME JJE

CC- Roy L. Houck
Oregon State Highway Dept. ✓
Great American Indemnity Co.

COPY

RECEIVED
NOV 10 1942
FOR FILING

141-F-2

November 10, 1942

Great American Indemnity Company
C. A. Tomassens, Agent
Wilcox Building
Portland, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semifinal payment to Roy L. Houck, on contract No. 2382 covering grading and paving on the North Marshfield and Marshfield-Bunker Hill Sections of the Oregon Coast Highway, in Coos County. This payment, in the amount of $2,915.69, will be made on or after November 20, 1942. The retained percentage is $5,000.00.

Warren Northwest, Inc. has a claim filed against this project, of which you have previously been notified, aggregating $510.22.

Kindly acknowledge receipt of this letter.

Yours very truly
STATE HIGHWAY COMMISSION

By

Secretary

be

NOTED
A. L. MORSON

RECEIVED
OCT 3 1942
FOR FILING

141-F-2

October 2, 1942

Great American Indemnity Company
C. A. Tomassene, Agent
Wilcox Building
Portland, Oregon

Gentlemen:

Attached hereto is a copy of a claim in the amount of $510.22, which has been filed in the office of the Secretary of State by Warren Northwest, Inc., against the bond taken from Roy L. Houck, in connection with state highway contract No. 2382, for grading and paving the North Marshfield and Marshfield-Bunker Hill Sections of the Oregon Coast Highway, in Coos County.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

RS

cc - Roy L. Houck
Room 6, Ladd & Bush Bldg.
Salem, Oregon

October 2, 1942

Warren Northwest, Inc.
P. O. Box 5072
Portland, Oregon

Gentlemen: Attention A. M. Eppling, Sec.Treas.

This will acknowledge receipt of carbon copies of your claim in the amount of $510.22, filed with the Secretary of State on September 29, 1942, against Roy L. Houck, on contract No. 2382, North Marshfield and Marshfield-Bunker Hill Section, Oregon Coast Highway, Coos County.

In accordance with our usual practice we are today notifying the contractor and his surety of this claim.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

MS

NOTED
A. L. MONSON

October 2, 1942

Honorable Earl Snell
Secretary of State
Salem, Oregon

Dear Sir:

This acknowledges receipt of your letter of October 1, enclosing copies of a claim in the amount of $510.22, which has been filed in your office by Warren Northwest, Inc., against the bond taken from Roy L. Houck, in connection with state highway contract No. 2382, for work on the North Marshfield and Marshfield-Bunker Hill Sections of the Oregon Coast Highway, in Coos County.

In accordance with our usual practice, we are today notifying the bonding company and the contractor that this claim has been filed.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

RS

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

October 1, 1942

Oregon State Highway Commission
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer

There are enclosed for your information and files, three copies of a notice of claim by Warren Northwest Inc. for $510.22 against the bond taken from Roy L. Houck, principal, and Great American Indemnity Co., surety, for work on the Marshfield-Bunker Hill Section of the Oregon Coast Highway which was received and filed in this office today.

Please acknowledge receipt of the copies in order that our files may be complete.

Very truly yours,

Earl Snell
Secretary of State

:FO
encs. 3

REFERRED TO
[illegible]
BY SECRETARY
prepare [illegible]

RECEIVED
- 2 1942
SECTION

WARREN NORTHWEST INC.

Highway & Road Contractors

P. O. Box 5072
Portland, Oregon
TAbor 2062

September 29
1 9 4 2

To:

Secretary of the State of Oregon
Salem, Oregon

Notice hereby is given that the undersigned, Warren Northwest Inc. has a claim for furnishing and placing asphaltic concrete in the sum of five hundred ten dollars and twenty-two cents ($510.22) against the bond taken from Roy L. Houck of Salem, Oregon, as principal and Great American Indemnity Company, Wilcox Building, Portland, Oregon, as surety, for work performed as a subcontractor on Oregon State Highway Contract No. 2982, North Marshfield and Marshfield-Bunker Hill section of the Oregon Coat Highway in Coos County, Oregon.

Summary of claim as follows:

Class "A" asphaltic concrete	269½ tons	@ $7.50	$ 2,021.25
Class "B" asphaltic concrete	202½ tons	@ 7.50	1,518.75
Class "C" asphaltic concrete	290 tons	@ 7.50	2,175.00
			$ 5,715.00
Less 1% bond	57.15		
Less Paid	5,147.63		
BALANCE DUE AND NOW PAYABLE			$ 510.22

WARREN NORTHWEST INC.

By A.N. EPPLING
A.N. EPPLING, Sec. - Treas.

cc - Oregon State Highway Dept.
Roy L. Houck
Great American Indemnity Co.

Endorsed: File No. 3072
Filed October 1, 1942
EARL SNELL, Secretary of State

WARREN NORTHWEST INC.
PORTLAND, OREGON

REFERRED TO
[illegible]
BY SECRETARY

September 29
1 9 4 2

COPY

Secretary of State
State of Oregon
Salem, Oregon

Dear Sir:

We hereby present and file the enclosed claim against Roy L. Houck on Oregon State Highway Contract No. 2388, North Marshfield and Marshfield-Bunker Hill Section of the Oregon Coast Highway in Coos County.

Very truly yours,

WARREN NORTHWEST INC.

A. M. Eppling

A. M. Eppling
Sec Treas.

RECEIVED
1 1942

AME bg
cc - Roy L. Houck
Oregon State Highway Dept.
Great American Indemnity Co.

Enc.

Address ....

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

PORTLAND, OREGON

September 29
1942

To:
Secretary of the State of Oregon
Salem, Oregon

Notice hereby is given that the undersigned, Warren Northwest Inc. has a claim for furnishing and placing asphaltic concrete in the sum of Five hundred ten dollars and twenty-two cents ($510.22) against the bond taken from Roy L. Houck of Salem, Oregon, as principal and Great American Indemnity Company, Wilcox Building, Portland, Oregon, as surety, for work performed as a subcontractor on Oregon State Highway Contract No. 2382, North Marshfield and Marshfield-Bunker Hill Section of the Oregon Coat Highway in Coos County, Oregon.

Summary of claim as follows:

Class "A" asphaltic concrete	269½	tons	@ 7.50	$ 2,021.25
Class "B" asphaltic concrete	202½	tons	@ 7.50	1,518.75
Class "C" asphaltic concrete	290	tons	@ 7.50	2,175.00
				$ 5,715.00
Less 1% bond	57.15			
Less paid	5,147.63			
BALANCE DUE AND NOW PAYABLE				$ 510.22

WARREN NORTHWEST INC.

BY: A.M. Eppling
A.M. EPPLING, Sec. - Treas.

cc - Oregon State Highway Dept. ✓
Roy L. Houck
Great American Indemnity Co.

Address Marshfield, Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

Form E-1—[illegible]

141-F-2

✓

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Sept. 26th, 1942, 19

Section	North Marshfield & Marshfield-Bunker Hill	*Kind of work*	Grade & Pave
Highway	Oregon Coast	*Section prefix*	6 - 1022
Contractor	Roy L. Houck	*Contract number*	2382
Date of contract	Nov. 9, 1940, 19	*Date of completion*	Aug. 31, 1941, 19
Date work started	Jan. 13, 1941, 19	*Estimated date of completion*	Sept. 30, 1942, 19
Amount of contract	$101,373.30	*Per cent of time elapsed*	100+ %

Estimated cost of completed project, exclusive of engineering $105,000.00

Per cent of contract completed, based on total contract price 99½ %

Engineering cost to date, $10,725.00, 10.6 %

Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Leveling course was placed on the Marshfield-Bunker Hill unit this week completing the contractors work on the project. The maintenanc crew started oiling of shoulders and approach roads immediately upon the placing of the first of the leveling course. It is expected that the oiling work will be completed sometime next week, weather permitting.

RECEIVED [illegible]

NOTED
E. M. [illegible]

NOTED
H. C. SMITH

Signed C. C. Gall,

Address Marshfield, Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	1.25	1.25			1.05
Miles partially completed	All	All			All
Miles completed	"	"			"
Total estimated quantities	15,500	12,946			21,668
Estimated quantities moved or placed to date	All	All			All
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day		1			
Hours per shift		8			
Average force on project for week		5			

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders 1, Rollers 1, Mixers ...., Crushing or screening plants ....,

Compressors ...., Bulldozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday	"		

RECEIVED
SEP 3 1942
FOR FILING

141-F-2

Salem
September 1, 1942

Mr. H. G. Smith

On August 27 the Commission considered the request of Roy L. Houck for elimination of certain items in his contracts at Bunker Hill and between Marshfield and North Bend. His request was approved. The matter of completing the work will be handled by state forces.

C. B. McCullough

JM:GA

cc: S. H. Probert

FOR FILING

141-12-2

AGENDA
AUG 27 1942

4. b.

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 21st, 1942

Subject: Bunker Hill & North Bend-Marshfield Contracts

To: Mr. C. B. McCullough
Asst. Chief Engineer
Office

Dear Sir:

I recommend the elimination of the shoulder and sidewalk oiling from Houck's contracts on the Bunker Hill and North Bend-Marshfield sections, since his sub-contractor is unable to do the work owing to the press of war contracts.

I have requested Houck to ask for this elimination, accompanied by the consent of his surety, and will arrange for us to do the work with state forces.

Very truly yours,

H G Smith
H. G. Smith
Construction Engineer

HGS:AR

Contractor does not have
the equipment or experienced men
to do the work. (as [illegible] only)

11

ROY L. HOUCK
GENERAL HIGHWAY CONSTRUCTION
5 AND 6 LADD & BUSH BANK BUILDING
SALEM, OREGON

August 20, 1942.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen;

Re Contract Oregon Coast Highway, Coos County, North Marshfield and Marshfield-Bunker Hill Section, Grading and Paving, Contract No. 2382;

We are asking to be relieved from doing the work and furnishing materials as listed under schedule of contract prices as follows;

Item No. 51 Furnishing and placing aggregates, 410 tons at $3.90 per ton, $1599.00.

Item No. 52 Furnishing and placing 151-200 asphalt, 36 tons at $38.00 per ton, $1368.00.

Yours truly,

Roy L. Houck.

We hereby consent to the above change in contract conditions. This in no manner waives or alters the terms and conditions of our bond thereon.

GREAT AMERICAN INDEMNITY COMPANY
Fred C Reed.
Attorney-in-fact

RECEIVED
AUG 22 1942
STATE HIG[illegible]ON

REFERRED TO
H.B.Glaisyer
Asst. Chief Engineer

For Agendo

y Houck's contracts

Mr. H. G. Smith
Construction Engineer
OFFICE

Mr. Houck wants to cancel out the shoulder and sidewalk oiling from his contracts in the vicinity of Marshfield. This will amount to $2,148. What is your recommendation?

CBM:MC C. B. McCullough

RECEIVED
FOR FILING

Salem
August 19, 1942

Roy Houck's contracts

Mr. N. C. Smith
Construction Engineer
O F F I C E

Mr. Houck wants to cancel out the shoulder and sidewalk oiling from his contracts in the vicinity of Marshfield. This will amount to $2,148. What is your recommendation?

CBM:MC

C. B. McCullough

RECEIVED

141-F-2

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE
Roseburg, Oregon
Aug. 19, 1942

Subject: 6-1022

To: H. G. Smith
Construction Engineer

NOTED
C. B. McCullough

Dear Sir:

I tried to call you on the phone this morning but was advised you would not be in today, so I talked to Mr. McCullough regarding Roy Houck's request. Mr. Houck wishes to be relieved of the oiling on the Bunker Hill and the North Bend-Marshfield Sections of the Coast Highway.

The work, not yet completed, consists of the oiling of the sidewalks and approach roads on both Sections and the oiling of the shoulders on the Bunker Hill Section.

The cost of the work, if performed by the contractor, would be approximately $2150.00, and it is thought the same work could be performed by our forces for the same amount.

Originally Houck sub-contracted the oiling to the Northwest Roads Company, but this Company now contends it cannot complete its work due to the Goverment Jobs. Houck, himself, has no equipment with which to do the job.

Yesterday, I visited the job with Houck and he will straighten up the shoulders and put on the necessary leveling course. This would save considerable work for our crew.

The entire oiling could, of course, be eliminated but I strongly urge that we at least oil the shoulders on the Bunker Hill Section. The cost of oiling them would be about $300.00.

Please advise what you wish to do about the matter.

Very truly yours,

K. D. LYTLE
Division Engineer

cc: McCullough ✓

RECEIVED
DEC 22 1941
FOR FILING

141-F-2

December 22, 1941

McGeorge Gravel Co.
Box 599
Marshfield, Oregon

Attention: Lewis McGeorge

Gentlemen:

We have your letter of December 19, relative to the North Marshfield and Marshfield-Bunker Hill contract.

The work under this contract is completed, except for a small amount of bituminous paving and oiling work which cannot be done until next summer.

We have no information to the effect that the work is to be taken over by the surety.

The contract is bonded by the Great Northern Indemnity Company. The resident agent is C. A. Tomassene, Wilcox Bldg., Portland.

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

SHP:[illegible]

P. O. BOX 599 TELEPHONE 94

McGEORGE GRAVEL COMPANY

MANUFACTURERS
CONCRETE DRAIN TILE CULVERT AND SEWER PIPE
PRODUCERS
CRUSHED ROAD MATERIAL
SAND - GRAVEL

MARSHFIELD, OREGON Dec. 19, 1941.

S. H. Probert, Office Engineer,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:

With reference to Contract #2382, North Marshfield and Marshfield-Bunker Hill, under contract to R. H. Houck, Salem, would advise that we supplied considerable material on this job. We have heard several rumors that this job was being taken over by a bonding company, and will appreciate it very much if you will advise the status of this job and also name of the Surety.

Yours truly,

McGEORGE GRAVEL COMPANY

By Lewis McGeorge

RECEIVED
JUN 4 1941
FOR FILING

141-F-2

June 3, 1941

Beall Pipe & Tank Corporation
Portland (Kenton), Oregon

Gentlemen:

In compliance with your telephoned request of this date, we are sending you herewith a set of the specifications and a blue-print copy of the design for the corrugated metal catch inlets to be used on the Marshfield-Bunker Hill Grading and Paving Project in Coos County, our contract No. 2382.

You understand, of course, that the actual order for the furnishing of these inlets should come to you through the regular channels and should be verified by the engineer in charge of the project.

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

E. H. Probert
Office Engineer

VGD'M:ER

cc to H. G. Smith
E. D. Lytle
C. C. Gall

Encl.

6

FORM E-30 REVISED 25M 9-40

RECEIVED
MAY 2 1941
FOR FILING

141-F-2

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

RECEIVED
APR 29 1941
STATE HIGHWAY COMMISSION

Roseburg, Oregon
April 28, 1941

Subject:
Laboratory Reports
Marshfield Job

To:

R. H. Baldock
Chief Engineer

Dear Sir:

Upon your recent visit to Marshfield, you asked me to advise you when a report was made on the material for use on the Marshfield Paving job.

Yesterday, I received Laboratory Reports #145419 & 20 in which the material from the South Fork of the Coquille River was indicated as being satisfactory for use in concrete culverts and cradles.

I am unable to determine from this as to whether or not the materials engineer has accepted it for use in the concrete pavement.

Very truly yours,

K D Lytle

K. D. LYTLE
Division Engineer

KDL:G

NOTED
State Highway Engineer

141-G-1

Stencil No. 124

RECEIVED
APR 10 1941
FOR FILING

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FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

Oregon FAP 141-G(1),
The North Marshfield Sec.of
the Ore.Coast Hwy.

April 1, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the ______________ project agreement and certificate for the above-numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Sr. Highway Engineer

Encl.

Fron

/

Wa4 pu-9581

Form P. R. 2

State Oregon

Federal Aid Project No. 141-6(1)

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 4th day of March, 1941 by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Federal Works Administrator, hereinafter called the Administrator, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 11th day of July, 1933, a revised project statement, which was approved on the 10th day of August, 1933, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated for the administration of the Federal Highway Act, has furnished surveys, plans, specifications, and estimates for Section 6 (1) of said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 26th day of September 1940; and

Whereas the Administrator has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of thirty-seven thousand, four hundred ninety and 00/100 dollars ($37,490.00) as the share of the United States payable under said act on account of Section 6 (1) of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Administrator do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State Chap. 175, laws of 1917; Chap. 31, laws 1920; (Include date and citation of act of legislature by which authorized)
Chap. 529, laws 1939.

(*b*) From other sources
(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 221+51.0 in Sec. 22, T. 25 S., R. 13 W., W.M., and survey station 262+00 near the north end of North Broadway in Marshfield

, length 0.770 of a mile~~s~~, in Coos County, being Section G (1) of Oregon Federal Aid project No. 141, consisting of 0.770 of a mile~~s~~ of roadway and no bridges, ~~[illegible]~~ of more than 20 feet clear span

~~[illegible]~~

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Administrator or his agents, and in accordance with the laws of said State, the rules and regulations of the Administrator, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Administrator or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Administrator, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section 6 (1) of said project shall not in any event exceed the sum of thirty-seven thousand, four hundred ninety and 00/100 dollars ($37,490.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of sixty-one thousand, four hundred forty-eight and 52/100 dollars ($61,448.52), the approved total estimated cost of Section 6 (1) of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Administrator shall from time to time draw warrants on the Secretary of the Treasury for the payment to The State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Administrator after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

The Administrator reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available) Chap. 529, laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Administrator on the ______ day of MAR 17 1941, 19__

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell
Chairman, State Highway Commission
(Title of officer)

By ______
Member, State Highway Commission
(Title of officer)

By ______
Member, State Highway Commission
(Title of officer)

By ______
______
(Title of officer)

By ______
______
(Title of officer)

FEDERAL WORKS ADMINISTRATOR,

By H. J. O'Leary
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—11379

Form PR. 3—Revised

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Agency as Federal Aid Project No. 141-C(1) State of Oregon

Second. That in accordance with said provisions I have approved the sum of $61,448.52 as the total estimated cost of said project, and the sum of $37,490.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this ____ day of ____ one thousand nine hundred and MAR 17 1941

Federal Works Administrator,

By ____
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 10—10189

MAR 28 1941

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172-A-3

Stencil No. 12

RECEIVED
APR [illegible] 1941
FOR FILING

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

Oregon FAP 172-A(3)
The North Marshfield Sec.of
the Ore.Coast Hwy.

April 1, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the ______________ project agreement and certificate for the above-numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Sr. Highway Engineer

Encl.

Jwn

[illegible]-9582

Form P. R. 2

State Oregon

Federal Aid Project No. 179-A(3)

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 4th day of March, 1941

by and between The Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Federal Works Administrator, hereinafter called the Administrator, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 14th day of October, 1931, a project statement, which was approved on the 30th day of November, 1931, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated for the administration of the Federal Highway Act, has furnished surveys, plans, specifications, and estimates for Section A (3) of said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 2nd day of July 1940; and

Whereas the Administrator has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of twenty thousand, forty and 00/100 dollars ($20,040.00) as the share of the United States payable under said act on account of Section A (3) of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Administrator do hereby mutually agree as follows:

10—11379

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, laws 1917; Chap. 31, laws 1920; (Include date and citation of

Chap. 529, laws 1939.

act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 23+32.0 at the intersection of South Broadway

and Johnson Avenue, Marshfield, and survey station 48+60.8 at Harriet

Street, in the SE ¼, Sec. 35, T. 25 S., R. 13 W., W.M., (excepting

therefrom that portion between survey station 31+67.5 and survey

station 39+01.5)

, length 0.283 of a miles, in Coos County,

being Section A (3) of Oregon Federal Aid project No. 172, consisting of

0.283 of a miles of roadway and no bridges, [illegible] of more than 20 feet clear span,

[illegible]

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Administrator or his agents, and in accordance with the laws of said State, the rules and regulations of the Administrator, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Administrator or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Administrator, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section A (3) of said project shall not in any event exceed the sum of twenty thousand, forty and 00/100 dollars ($20,040.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of thirty-two thousand, eight hundred forty-four and 57/100 dollars ($32,844.57), the approved total estimated cost of Section A (3) of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Administrator shall from time to time draw warrants on the Secretary of the Treasury for the payment to

The State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Administrator after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

The Administrator reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing

Chap. 529, laws 1939.

funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Administrator on the ________ day of

MAR 17 1941, 19__

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell
Chairman, State Highway Commission
(Title of officer)

By ________
Member, State Highway Commission
(Title of officer)

By ________
Member, State Highway Commission
(Title of officer)

By ________
____
(Title of officer)

By ________
____
(Title of officer)

FEDERAL WORKS ADMINISTRATOR,

By ________
Acting Commissioner of Public Roads.

Form PR. 2—Revised

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Agency as Federal Aid Project No. 172-A(3) State of Oregon

Second. That in accordance with said provisions I have approved the sum of $52,844.57 as the total estimated cost of said project, and the sum of $20,040.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this .... day of ....

one thousand nine hundred and MAR 17 1941

Federal Works Administrator,

By ....
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—10120

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141-F-2

Stencil No. 124

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APR 16 1941
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FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

Oregon FAP No.141-F(2)
Ingersoll Ave.-Johnson
Ave. Sec.in Marshfield,
Ore.Coast Hwy.

March 22, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the ______________ project agreement and certificate for the above-numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By T. M. Davis
T. M. Davis
Sr. Highway Engineer

Encl.

Jron

wa4pr-9502

Form P. R. 2

State Oregon

Federal Aid Project No. 141-F(2)

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 18th day of February, 194

by and between The Oregon State Highway Commission, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Federal Works Administrator, hereinafter called the Administrator, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 11th day of July, 1939, a project statement, which was approved on the 10th day of August, 1939, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated for the administration of the Federal Highway Act, has furnished surveys, plans, specifications, and estimates for Section F (2) of said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 2nd day of July 1940; and

Whereas the Administrator has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of seven thousand, eight hundred ninety and 00/100 dollars ($7,890.00) as the share of the United States payable under said act on account of Section F (2) of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Administrator do hereby mutually agree as follows:

10—11379

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(a) By the State Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 329, laws 1939.
(Include date and citation of act of legislature by which authorized)

(b) From other sources
(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 17+59 at Ingersoll Avenue and survey station 23+32 at Johnson Avenue, the northerly end of Project 172-A(3), all in Marshfield

, length 0.112 of a mile, in Coos County, being Section E (2) of Oregon Federal Aid project No. 141, consisting of 0.112 of a mile of roadway and no bridges, of more than 20 feet clear span.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Administrator or his agents, and in accordance with the laws of said State, the rules and regulations of the Administrator, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Administrator or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Administrator, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section F (2) of said project shall not in any event exceed the sum of seven thousand, eight hundred ninety and 00/100 dollars ($7,890.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of twelve thousand, nine hundred twenty-four and 34/100 dollars ($12,924.34), the approved total estimated cost of Section F (2) of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Administrator shall from time to time draw warrants on the Secretary of the Treasury for the payment to The State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Administrator after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

The Administrator reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chap. 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Administrator on the ________ day of

MAR 8 1941, 19___

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell
Chairman, State Highway Commission
(Title of officer)

By [illegible] McClurg
Member, State Highway Commission
(Title of officer)

By Herman Oliver
Member, State Highway Commission
(Title of officer)

By ________
____
(Title of officer)

By ________
____
(Title of officer)

FEDERAL WORKS ADMINISTRATOR,

By H. J. O'Leary
Acting Commissioner of Public Roads.

Form PR. 3—Revised

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Agency as Federal Aid Project No. 141-F(2) State of Oregon

Second. That in accordance with said provisions I have approved the sum of $12,924.34 as the total estimated cost of said project, and the sum of $7,890.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this .... day of .... one thousand nine hundred and MAR 8 1941

Federal Works Administrator,

By H. J. O'Leary
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—10130

RECEIVED
FEB 21 1941
FOR FILING

FA-141-F-2

February 19, 1941

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

We are enclosing herewith two signed copies of project agreement for the Ingersoll Avenue-Johnson Avenue Section, Project No. FA 141-F (2).

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

G. E. Probert
Office Engineer

Dist. by J. W. Nash/ER

Encl.

a

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

(Stencil #28)

POST OFFICE BUILDING
PORTLAND, OREGON

IN YOUR REPLY PLEASE
REFER TO FILE No. Oregon FAP 141-G (1)
North Marshfield Section
Oregon Coast Highway

February 14, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature and return to this office.

Enclosed is an approved copy of the detail estimate, upon which the agreement was based, together with approved copy of specifications.

Very truly yours,

W. H. LYNCH
District Engineer

By L. Caufield
L. J. Caufield
Sr. Highway Engineer

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

(Stencil #28)

IN YOUR REPLY PLEASE REFER TO FILE No. Ore. FAP 172-A (3)
Marshfield-Bunker Hill Sec.
Oregon Coast Highway

STATE HIGHWAY COMMISSION

February 14, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature and return to this office.

Enclosed is an approved copy of the detail estimate, upon which the agreement was based, together with approved copy of specifications.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Sr. Highway Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

(Stencil #28)

IN YOUR REPLY PLEASE
REFER TO FILE No. Ore. FAP 141-F (2)
Ingersoll Ave.-Johnson Ave.
(Marshfield) Section
Oregon Coast Highway

February 10, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature and return to this office.

Enclosed is an approved copy of the detail estimate, upon which the agreement was based, together with approved copy of specifications.

Very truly yours,

W. H. LYNCH
District Engineer

By LJCaufield
L. J. Caufield
Sr. Highway Engineer

RECEIVED
JUL 16 1941
FOR FILING

[illegible]
141-F-2

SALEM
January 27, 1941

Agreement with Peoples Water & Gas Co.
re reconstruction of water main in
Marshfield.

Mr. J. M. Devers

I am returning to you herewith five copies of the agreement between the Highway Commission and the Peoples Water & Gas Company providing providing for the reconstruction of the company's water main in the city of Marshfield, particularly along Broadway and Front Street, in connection with the proposed highway improvement at this place. Will you kindly furnish me with one fully executed copy of this agreement when it has been signed by the company.

HBG:AM

Secretary

RECEIVED
JAN 24 1941
FOR FILING

172-A-3

January 17, 1941

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

We are enclosing herewith seven copies of estimate as basis for project agreement for the Marshfield-Bunker Hill Section, Project No. FA 172-A (3).

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

RECEIVED
JAN 24 1941
FOR FILING

172-A-3

January 17, 1941

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

We are enclosing herewith seven copies of estimate as basis for project agreement for the Marshfield-Bunker Hill Section, Project No. FA 172-A (3).

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/OS

Encl.

Oregon State Highway Department Federal Aid Project No. 172-A (3)

MARSHFIELD-BUNKER HILL SECTION
OF THE OREGON COAST HIGHWAY IN COOS COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, January 14, 1941

Inside City (Sta. 23+32 to 34+67.5)

All Required		Clearing and Grubbing		$ 171.00
20	cu. yds.	Trench Excavation, Unclassified	$ 1.00	20.00
4,547	cu. yds.	General Excavation, Unclassified	0.30	1,364.10
150	yd. mi.	Truck Haul	0.10	15.00
0.21	mile	Finishing Roadbed and Slopes	300.00	63.00
101	lin. ft.	8" Corr. Metal Pipe	1.00	101.00
6	only	Corr. Metal Catch Inlets	25.00	150.00
2.0	cu. yds.	Concrete Curbs and Gutters	19.00	38.00
127	cu. yds.	Salvaging Surfacing Materials	0.50	63.50
3,570	tons	3" - 0" Material in Base	1.60	5,712.00
230	tons	1½" - 3/4" Material in Leveling Course	1.70	391.00
210	tons	3/4" - 0" Material in Leveling Course and Shoulders	1.70	357.00
200	tons	½" - 0" Material in Cushion Course	1.70	340.00
135	tons	Filler	0.40	54.00
135	yd. mi.	Hauling Filler	0.10	13.50
73	M-gal.	Sprinkling	1.50	109.50
5,140	sq. yds.	Portland Cement Concrete Pavement	2.05	10,537.00
440	lin. ft.	Expansion Joints in Pavement	0.15	66.00
2,640	lin. ft.	Contraction Joints	0.02	52.80
440	lin. ft.	Dowel Bars	0.20	88.00
10,100	lbs.	Tie Bars and Reinforcement	0.06	606.00
150	tons	Furnishing and Placing Aggregates	3.90	585.00
15	tons	Furnishing and Placing 151-200 Asphalt	38.00	570.00
85	tons	Class "A" Asphaltic Concrete	7.50	637.50
17	tons	Class "C" Asphaltic Concrete	7.50	127.50
		Subtotal		$ 22,232.40
		10% Engr. & Cont.		2,223.24
		Total		$ 24,455.64

Length 0.215 mile
Cost per mile $ 113,747.16

Outside of City (Sta. 39+01.5 to 42+60.8)

All Required		Clearing and Grubbing		$ 54.00
15	cu. yds.	Trench Excavation, Unclassified	$ 1.00	15.00
1,573	cu. yds.	General Excavation, Unclassified	0.30	471.90
450	yd. mi.	Truck Haul	0.10	45.00
.07	mile	Finishing Roadbed and Slopes	300.00	21.00
59	lin. ft.	8" Corr. Metal Pipe	1.00	59.00
2	only	Corr. Metal Catch Inlets	25.00	50.00
173	cu. yds.	Salvaging Surfacing Materials	0.50	86.50
1,130	tons	2" - 0" Material in Base	1.60	1,808.00
80	tons	1½" - 3/4" Material in Leveling Course	1.70	136.00
90	tons	3/4" - 0" Material in Leveling Course	1.70	153.00
70	tons	½" - 0" Material in Cushion Course	1.70	119.00
45	tons	Filler	0.40	18.00
45	yd. mi.	Hauling Filler	0.10	4.50
35	M-gals.	Sprinkling	1.50	52.50
1,660	sq. yds.	Portland Cement Concrete Pavement	2.05	3,403.00
140	lin. ft.	Expansion Joints in Pavement	0.15	21.00
880	lin. ft.	Contraction Joints	0.02	17.60
140	only	Dowel Bars	0.20	28.00
7,050	lbs.	Tie Bars and Reinforcement	0.06	423.00
52	tons	Furnishing and Placing Aggregates	3.90	202.80
5	tons	Furnishing and Placing 151-200 Asphalt	38.00	190.00
28	tons	Class "A" Asphaltic Concrete	7.50	210.00
5	tons	Class "C" Asphaltic Concrete	7.50	37.50
			Subtotal	$ 7,626.30
			10% Engr. & Cont.	762.63
			Total	$ 8,388.93

Length .068 mile
Cost per mile $ 123,366.61

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	Federal Aid Funds	State Funds
Inside City	$ 24,455.64	$ 14,922.00	$ 9,533.64
Outside City	8,388.93	5,118.00	3,270.93
	$ 32,844.57	$ 20,040.00	$ 12,804.57

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

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FOR FILING

FA-141-G-1

January 17, 1941

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

We are enclosing herewith seven copies of estimate as basis for project agreement for the North Marshfield Section, Project No. FA 141-G (1).

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department Federal Aid Project No. 141-C (1)

NORTH MARSHFIELD SECTION OF THE

OREGON COAST HIGHWAY IN COOS COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, January 14, 1941

Outside City of Marshfield (Sta. 221+31 to 275+17)

All Required		Clearing and Grubbing		$ 50.00
172	cu. yds.	Trench Excavation, Unclassified	$ 1.00	172.00
120	cu. yds.	General Excavation, Unclassified	0.30	36.00
.07	mile	Finishing Roadbed and Slopes	300.00	21.00
255	sq. yds.	Removal of Pavement and Walks	0.25	63.75
270	lin. ft.	Removal of Curbs and Gutters	0.10	27.00
40	lin. ft.	Pavement Cutting	0.75	30.00
27	lin. ft.	12" Corr. Metal Pipe	1.50	40.50
69	lin. ft.	12" Concrete Pipe	0.95	65.55
170	lin. ft.	18" Concrete Pipe	2.20	374.00
90	lin. ft.	18" Extra Strength Concrete Pipe	2.50	225.00
3	only	Standard Concrete Catch Basins	20.00	60.00
26	cu. yds.	Concrete Curbs and Gutters	19.00	494.00
All Required		Constructing Recesses for Curb Markers (10¢)		9.00
70	sq. yds.	Concrete Driveways	2.00	140.00
1.25	M-FBM	Lumber and Timber	30.00	37.50
23	cu. yds.	Class "A" Concrete in Cradles	20.00	460.00
20	cu. yds.	Class "A" Concrete in Box Culvert	20.00	400.00
1,500	lbs.	Metal Reinforcement	0.06	90.00
5	only	Wood Sight Posts	2.50	12.50
580	tons	3" - 0" Material in Base	1.60	928.00
40	tons	3/4" - 0" Material in Leveling Course and Shoulders	1.70	68.00
40	tons	¼" - 0" Material in Cushion Course	1.70	68.00
30	cu. yds.	Filler	0.40	12.00
30	yd. mi.	Hauling Filler	0.10	3.00
13	M-gal.	Sprinkling	1.50	19.50
1,260	sq. yds.	Portland Cement Concrete Pavement	2.05	2,583.00
130	lin. ft.	Expansion Joints in Pavement	0.15	19.50
626	lin. ft.	Construction Joints	0.02	12.52
130	only	Dowel Bars	0.20	26.00
1,230	lbs.	Tie Bars and Reinforcement	0.06	73.80
6	tons	Furnishing and Placing Aggregates	3.90	23.40
0.5	tons	Furnishing and Placing 151-200 Asphalt	38.00	19.00
			Subtotal	$ 6,662.52
			10% Engr. & Cont.	666.25
			Total	$ 7,328.77

Length .073 mile
Cost per mile $ 100,394.10

Inside City of Marshfield (Sta. 225+17 to 262+00)

All Required		Clearing and Grubbing		$ 556.00
320	cu. yds.	Trench Excavation, Unclassified	$ 1.00	320.00
2,590	cu. yds.	General Excavation, Unclassified	0.30	777.00
0.70	mile	Finishing Roadbed and Slopes	300.00	210.00
965	sq. yds.	Removal of Pavement and Walks	0.25	241.25
130	lin. ft.	Removal of Curbs and Gutters	0.10	13.00
1	only	Removal of Catch Basins	5.00	5.00
78	lin. ft.	Pavement Cutting	0.75	58.50
530	lin. ft.	18" Corr. Metal Pipe	1.50	795.00
230	lin. ft.	8" Concrete Pipe	0.60	138.00
391	lin. ft.	10" Concrete Pipe	0.95	371.45
50	lin. ft.	12" Extra Strength Concrete Pipe	1.20	60.00
218	lin. ft.	18" Concrete Pipe	2.20	479.60
45	lin. ft.	18" Extra Strength Concrete Pipe	2.50	112.50
45	lin. ft.	24" Concrete Pipe	2.80	126.00
50	lin. ft.	Salvaging Culvert Pipe	0.50	25.00
15	only	Standard Concrete Catch Basins	20.00	300.00
4	only	Concrete Inlets	20.00	80.00
314	cu. yds.	Concrete Curbs and Gutters	19.00	5,966.00
All Required		Constructing Recesses for Curb Markers (90%)		45.00
280	sq. yds.	Concrete Driveways	2.00	560.00
3.05	M-FBM	Lumber and Timber	30.00	91.50
55	cu. yds.	Class "A" Concrete in Cradles	20.00	1,100.00
12	only	Wood Sight Posts	2.50	30.00
5,440	tons	3" - 0" Material in Base	1.60	8,704.00
310	tons	3/4" - 0" Material in Leveling Course and Shoulders	1.70	527.00
360	tons	½" - 0" Material in Cushion Course	1.70	612.00
290	cu. yds.	Filler	0.40	116.00
290	yd. mi.	Hauling Filler	0.10	29.00
116	M-gal.	Sprinkling	1.50	174.00
12,040	sq. yds.	Portland Cement Concrete Pavement	2.05	24,682.00
1,270	lin. ft.	Expansion Joints in Pavement	0.15	190.50
5,974	lin. ft.	Contraction Joints	0.02	119.48
1,270	only	Dowel Bars	0.20	254.00
11,770	lbs.	Tie Bars and Reinforcement	0.06	706.20
92	tons	Furnishing and Placing Aggregates	3.90	358.80
70	tons	Furnishing and Placing 151-200 Asphalt	38.00	266.00
		Subtotal		$ 49,199.78
		10% Engr. & Cont.		4,919.97
		Total		$ 54,119.75

Length 0.697 mile
Cost per mile $ 77,646.70

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	Federal Aid Funds	State Funds
Outside City	$ 7,328.77	$ 4,471.00	$ 2,857.77
Inside City	54,119.75	33,019.00	21,100.75
	$ 61,448.52	$ 37,490.00	$ 23,958.52

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

RECEIVED
JAN 31 1941
FOR FILING

FA-141-F2

January 17, 1941

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

We are enclosing herewith seven copies of estimate as basis for project agreement for the Ingersoll Avenue-Johnson Avenue (Marshfield) Section, Project No. FA 141-F (2).

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department   Federal Aid Project No. 141-F (2)

Length   0.117 mile

Cost per mile $ [illegible]

INGERSOLL AVE.-JOHNSON AVE. (MARSHFIELD) SECTION

OF THE OREGON COAST HIGHWAY IN COOS COUNTY

Federal Aid Funds - - $ 7,[illegible]

State Funds - [illegible]

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, January 13, 1941

State Funds for Construction: Chap. 17[illegible], Laws 1917; Chap. 31, Laws 19[illegible];

(Sta. 17+[illegible] to 2[illegible])

State Funds for Maintenance: Chap. [illegible], Laws [illegible]

All Required		Clearing and Grubbing		$ 89.00
25	cu. yds.	Trench Excavation, Unclassified	$ 1.00	25.00
670	cu. yds.	General Excavation, Unclassified	0.30	201.00
0.11	mile	Finishing Roadbed and Slopes	300.00	33.00
770	sq. yds.	Removal of Pavement and Walks	0.25	192.50
1,200	lin. ft.	Removal of Curbs and Gutters	0.10	120.00
5	only	Removal of Catch Basins	5.00	25.00
20	lin. ft.	Pavement Cutting	0.75	15.00
70	lin. ft.	6" Sewer Pipe	0.50	35.00
30	lin. ft.	8" Sewer Pipe	0.60	18.00
1	only	Adjusting Manholes	10.00	10.00
5	only	Special Concrete Catch Basins	25.00	125.00
58	cu. yds.	Concrete Curb and Gutters	19.00	1,102.00
550	sq. yds.	Concrete Sidewalks	1.50	825.00
110	lin. ft.	Expansion Joints in Concrete Walks	0.04	4.40
80	sq. yds.	Concrete Driveways	2.00	160.00
620	tons	3" - 0" Material in Base	1.60	992.00
80	tons	3/4" - 0" Material in Leveling Course and Shoulders	1.70	136.00
50	tons	½" - 0" Material in Cushion Course	1.70	85.00
20	tons	Filler	0.40	8.00
20	yd. mi.	Hauling Filler	0.10	2.00
12	M-gal.	Sprinkling	1.50	18.00
80	lin. ft.	Expansion Joints in Pavement	0.15	12.00
80	only	Dowel Bars	0.20	16.00
1,050	lbs.	Tie Bars and Reinforcement	0.06	63.00
1,300	sq. yds.	Portland Cement Concrete Base	2.00	2,600.00
297	tons	Class "A" Asphaltic Concrete	7.50	2,227.50
140	tons	Class "B" Asphaltic Concrete	7.50	1,050.00
208	tons	Class "C" Asphaltic Concrete	7.50	1,560.00
			Subtotal	$ 11,749.40
			10% Engr. & Cont.	1,174.94
			Total	$ 12,924.34

Oregon State Highway Department Federal Aid Project No. [illegible]

Length 0.112 mile

Cost per mile $ 115,395.89

[illegible]

Federal Aid Funds - $ 7,890.00
State Funds - 5,034.34

(Estimate to accompany plans and specifications. Not as basis **$ 12,924.34**
agreement.)

State Funds for Construction: Chap. 175, laws 1917; Chap. 5[illegible], laws 19[illegible];
Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

[illegible]	Hundred	Clearing and Grubbing		$	70.00
[illegible]	cu. yds.	Trench Excavation, Unclassified	$ 1.00		[illegible]
[illegible]	cu. yds.	General Excavation, Unclassified	.35		[illegible]
0.11	mile	Finishing Roadbed and Slopes	[illegible]		[illegible]
[illegible]	sq. yds.	Removal of Pavement and Walks	[illegible]		[illegible]
1,[illegible]	lin. ft.	Removal of Curbs and Gutters	.15		[illegible]
[illegible]	lin. ft.	Pavement Cutting	1.00		[illegible]
[illegible]	lin. ft.	6" Sewer Pipe	[illegible]		[illegible]
[illegible]	lin. ft.	8" Sewer Pipe	[illegible]		[illegible]
[illegible]	each	Adjusting Manholes	[illegible]		[illegible]
[illegible]	each	Removal of Catch Basins	[illegible]		[illegible]
[illegible]	each	[illegible] Concrete Catch Basins	[illegible]		175.00
[illegible]	cu. yds.	Concrete Curb and Gutters	[illegible]		1,1[illegible].00
[illegible]	sq. yds.	Concrete Sidewalks	[illegible]		[illegible]
[illegible]	lin. ft.	Expansion Joints in Concrete Walks	.15		[illegible]
[illegible]	sq. yds.	Concrete Driveways	[illegible]		160.00
[illegible]	tons	[illegible] Material in Base	[illegible]		[illegible]
[illegible]	tons	[illegible] Material in Leveling Course and Shoulders	[illegible]		[illegible]
[illegible]	tons	[illegible] Material in [illegible]	[illegible]		11[illegible]
[illegible]	tons	[illegible]	[illegible]		[illegible]
[illegible]	[illegible]	[illegible]	[illegible]		[illegible]
[illegible]	[illegible]	[illegible]	[illegible]		[illegible]
[illegible]	lin. ft.	[illegible]	[illegible]		[illegible]
[illegible]	[illegible]	[illegible]	[illegible]		[illegible]
[illegible]	[illegible]	[illegible]	[illegible]		[illegible]
[illegible]	[illegible]	[illegible]	[illegible]		[illegible]
[illegible]	tons	[illegible]	[illegible]		[illegible]
[illegible]	tons	[illegible]	[illegible]		[illegible]
[illegible]	tons	[illegible]	[illegible]		[illegible]

[illegible] $ [illegible]
[illegible] [illegible]

[illegible] $ [illegible]

Oregon State Highway Department   Federal Aid Project No. 141-F (2)

INGERSOLL AVE.-JOHNSON AVE. (MARSHFIELD) SECTION
OF THE OREGON COAST HIGHWAY IN COOS COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, September 23, 1940

(Sta. 17+39 to 23+32)

All Required		Clearing and Grubbing		$ 70.00
25	cu. yds.	Trench Excavation, Unclassified	$ 1.00	25.00
670	cu. yds.	General Excavation, Unclassified	.35	234.50
0.11	mile	Finishing Roadbed and Slopes	300.00	33.00
770	sq. yds.	Removal of Pavement and Walks	.30	231.00
1,200	lin. ft.	Removal of Curbs and Gutters	.15	180.00
20	lin. ft.	Pavement Cutting	1.00	20.00
70	lin. ft.	6" Sewer Pipe	.70	49.00
30	lin. ft.	8" Sewer Pipe	.80	24.00
1	only	Adjusting Manholes	30.00	30.00
5	only	Removal of Catch Basins	5.00	25.00
5	only	Special Concrete Catch Basins	25.00	125.00
58	cu. yds.	Concrete Curb and Gutters	20.00	1,160.00
550	sq. yds.	Concrete Sidewalks	1.50	825.00
110	lin. ft.	Expansion Joints in Concrete Walks	.15	16.50
80	sq. yds.	Concrete Driveways	2.00	160.00
620	tons	3" - 0" Material in Base	1.50	930.00
80	tons	3/4" - 0" Material in Leveling Course and Shoulders	2.30	184.00
50	tons	½" - 0" Material in Cushion Course	2.30	115.00
20	tons	Filler	.40	8.00
20	yd. mi.	Hauling Filler	.15	3.00
12	M-gals.	Sprinkling	1.50	18.00
80	lin. ft.	Expansion Joints in Pavement	.20	16.00
80	only	Dowel Bars	.20	16.00
1,050	lbs.	Tie Bars and Reinforcement	.06	63.00
1,300	sq. yds.	Portland Cement Concrete Base	2.00	2,600.00
297	tons	Class "A" Asphaltic Concrete	7.00	2,079.00
140	tons	Class "B" Asphaltic Concrete	7.00	980.00
208	tons	Class "C" Asphaltic Concrete	7.00	1,456.00
			Subtotal	$ 11,676.00
			10% Engr. & Cont.	1,167.60
			Total	$ 12,843.60

[illegible] COMMISSION

Length	0.112 mile
Cost per mile	$ 114,675.00

Federal Aid Funds- -	$ 7,840.00
State Funds- -	5,003.60
	$ 12,843.60

NOTED

[illegible]

[illegible] 1-40

RECEIVED
JAN 13 1941
FOR FILING

141-F-2

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

January 13, 1941

Subject:

To:

Mr. K. D. Lytle
Division Engineer
Oregon State Highway Dept.
Roseburg, Oregon

NOTED
Asst. State Highway Engineer

While in Marshfield a few days ago, Mr. Walton of this office was contacted by Mr. William Hagge, whom I believe is chairman of the City Planning Commission, and Mr. Walter Ausplund of the Mountain States Power Company. Mr. Hagge referred to the removal of the poles from the new construction between Marshfield and North Bend and wanted to know what provision had been made for street lighting.

It is suggested that you get in touch with these men at your earliest convenience.

Traffic Engineer

JB:JJ

cc C. B. McCullough

RECEIVED
JAN 13 1941
FOR FILING

141-F-2

January 11, 1941.

Mr. W. J. Chiene
Local Manager
Peoples Water and Gas Company
Marshfield, Oregon

Dear Mr. Chiene:

Receipt is acknowledged of your letter of January 8, in which you inquire as to the reason you have not received an executed copy of the agreement to cover the relocation of the water mains in Marshfield.

We find upon inquiry of Mr. H. G. Smith, the Construction Engineer, that after this agreement had been returned to this office, it was found necessary to make changes in it, so it was rewritten by our Attorney, Mr. J. M. Devers, and sent to Mr. K. D. Lytle, Division Engineer at Roseburg with the request that he submit it to you again for approval. Doubtless Mr. Lytle has handed it to you by this time.

We are very sorry for this delay, and hope that it has not caused you serious inconvenience.

Very truly yours,

C. B. McCullough
Assistant Chief Engineer

OUGH

I have traced these agreements and find after they were returned to us, Mr. H. G. Smith wanted some changes made, so Mr. Devers rewrote the agreement, and Mr. Smith sent them down to Mr. Lytle yesterday with the request that he have them signed again.

A lice

Alice
please advise
Mr Chiana of
the above
Mc

COMPANY

Mr. C. B. McCullough
Assistant Chief Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. McCullough:

On December 2, we mailed you four copies of an agreement which covers the relocation of water mains in Marshfield due to highway construction contemplated in the near future, which were properly executed by the officials of our Company.

In your letter of October 15, you stated that after the agreement had been approved by the State Highway Commission, one fully executed copy would be returned to us. So far, we have not received this copy. Will you kindly investigate and forward us one copy for our files? We would like to receive it before the work is started. I understand the contractor is going to start work in a few days.

Very truly yours,

PEOPLES WATER AND GAS COMPANY

W Chiene

By
W. S. Chiene, Local Manager

WSC:smr

PEOPLES WATER AND GAS COMPANY
264 SOUTH BROADWAY
MARSHFIELD, OREGON

January 8, 1941

Mr. C. B. McCullough
Assistant Chief Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. McCullough:

On December 2, we mailed you four copies of an agreement which covers the relocation of water mains in Marshfield due to highway construction contemplated in the near future, which were properly executed by the officials of our Company.

In your letter of October 15, you stated that after the agreement had been approved by the State Highway Commission, one fully executed copy would be returned to us. So far, we have not received this copy. Will you kindly investigate and forward us one copy for our files? We would like to receive it before the work is started. I understand the contractor is going to start work in a few days.

Very truly yours,

PEOPLES WATER AND GAS COMPANY

W. Chiene

By
W. S. Chiene, Local Manager

WSC:smr

RECEIVED
DEC 9 1940
FOR FILING

141-F-2

December 7, 1940

Mr. Roy L. Houck,
U. S. National Bank Bldg.
Salem, Oregon

Dear Sir:

We are handing to you, herewith, fully executed copy of State Highway Contract No. 2382 which was awarded to you on November 9, 1940, covering the grading and paving of the North Marshfield and Marshfield-Bunker Hill Sections of the Oregon Coast Highway, in Coos County.

We are also sending the surety on your bond a fully executed copy of this contract.

Yours very truly,

Secretary

HBG:MC

RECEIVED
NOV 19 1940
FOR FILING

141-F-2

RECEIVED
NOV 19 1940
STATE HIGHWAY COMMISSION

JESSE S. PHILLIPS
CHAIRMAN OF THE BOARD

WILLIAM H. KOOP
PRESIDENT

Great American
Indemnity Company
New York

DANIEL McPEAK
ALFRED W. HILLBACK
MANAGERS

GEORGE E. KELLY
ASSISTANT MANAGER

PACIFIC DEPARTMENT
233 SANSOME STREET
SAN FRANCISCO, CAL.

HARVEY WELLS - FRED C. REED
GENERAL AGENTS
412 FAILING BUILDING
ATWATER 7305

PORTLAND, OREGON

November 18, 1940

Oregon State Highway Commission
Salem, Oregon

Re: Contract No. 2382
Roy L. Houck

Gentlemen:

We are sending you, under separate cover, four executed copies of bond and contract in connection with the captioned project.

Very truly yours,

GREAT AMERICAN INDEMNITY COMPANY
HARVEY WELLS-REED INSURANCE AGENCY

By Fred C. Reed

FCR
bs:

Received 11-19-40

RECEIVED
NOV 1 . 1940
FOR FILING

141-F-2-G-1-
172 a-3

November 12, 1940

Mr. Roy L. Houck
212 U. S. National Bank Bldg.
Salem, Oregon

Dear Sir:

We are handing you herewith four copies of Contract No. 2382 which was awarded to you on November 9, 1940, for grading and paving the North Marshfield and Marshfield-Bunker Hill Section of the Oregon Coast Highway, in Coos County.

Will you kindly execute all four copies of this contract as to agreement and bond and return them to this office for approval by the Highway Commission. When this is done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the provision under Section 6 of the General Provisions, Page 15, relating to the Workmen's Compensation Act. You are expected to accept the terms of this Act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the paragraph on page 15 of the General Provisions relating to the payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours,

STATE HIGHWAY COMMISSION

By

DD:AM

Secretary

Charge to the account of ______________________ $ ________

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM	X	ORDINARY	
DAY LETTER		URGENT RATE	
SERIAL		DEFERRED	
NIGHT LETTER		NIGHT LETTER	
SPECIAL SERVICE		SHIP RADIOGRAM	

Patrons should check class of service desired, otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

1217-B

CHECK
ACCOUNTING INFORMATION
TIME FILED

R. B. WHITE
PRESIDENT

NEWCOMB CARLTON
CHAIRMAN OF THE BOARD

J. C. WILLEVER
FIRST VICE-PRESIDENT

Send the following message, subject to the terms on back hereof, which are hereby agreed to

SALEM, OREGON
NOVEMBER 9, 1940

W. H. LYNCH
DISTRICT ENGINEER
PUBLIC ROADS ADMINISTRATION
P. O. BOX 3900
PORTLAND, OREGON

MAY WE HAVE YOUR CONCURRENCE IN AWARD OF CONTRACT TODAY TO ROY L. HOUCK FOR GRADING AND PAVING NORTH MARSHFIELD AND MARSHFIELD-BUNKER HILL SECTIONS. ALL RIGHTS OF WAY ARE ACQUIRED.

R. H. BALDOCK

RECEIVED
NOV 25 1940
FOR FILING

178-A-3

November 9, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon Federal Aid Projects Nos. 178-A (3), 141-F (2) and 141-G (1), North Marshfield and Marshfield-Bunker Hill Sections of the Oregon Coast Highway, to Roy L. Houck, Salem, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

By

F. E. Andrews
Sr. Highway Engineer

4-0

a

RECEIVED
FOR FILING

141-F-2

November 9, 1940

Mr. Roy L. Houck,
U. S. National Bank Bldg.
Salem, Oregon

Dear Sir:

The State Highway Commission awarded to you today the contract covering the 1.25 miles grading and paving on the North Marshfield and Marshfield-Bunker Hill Sections of the Oregon Coast Highway, in Coos County. This award was based on your bid of $101,373.90 submitted on October 11, 1940, which bid was the low one received for such work.

Contract forms will be sent to you in a few days for execution.

Yours very truly,

RBG:MC

Secretary

cc - S. H. Probert
G. S. Paxson

Sec confirmed

M

RECEIVED
NOV 25 1940
FOR FILING

141-F-2

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

November 9, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon Federal Aid Projects Nos. 172-A (3), 141-F (2) and 141-G (1), North Marshfield and Marshfield-Bunker Hill Sections of the Oregon Coast Highway, to Roy L. Houck, Salem, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

By F E Andrews
F. E. Andrews
Sr. Highway Engineer

Jon

~~RECEIVED~~ RECEIVED
NOV 2 1940
FOR FILING

141-F-2

November 1, 1940

Peoples Water & Gas Company
264 South Broadway
Marshfield, Oregon.

Attention: Mr. W. B. Chisms
Local Manager

Gentlemen:

Reference is made to your letter of October 18th in which you returned unsigned the copies of agreement which had been prepared to cover the relocation of certain water pipe lines in Marshfield, and advising that the change between Stations 257 and 265 is not definitely described.

You are advised that we have referred your letter to Mr. H. G. Smith, Construction Engineer and he advises as follows:

"Our present contract does not interfere with the pipe lines between these stations; therefore, it seems to me advisable to allow this section to remain as is until it is actually necessary to remove the pipes. I believe the present agreement covers all the lines involved in our present contract, and therefore, all that it is necessary to remove at this time."

In view of the above we are again returning the four copies of agreement and trust that you can now have it properly executed.

Very truly yours,

C. B. McCullough
Assistant Chief Engineer.

[illegible]

FORM E-30 REVISED 25M 9-40

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 30th, 1940

Subject: Peoples Water & Gas Co.
Agreement

To: Mr. C. B. McCullough
Asst. Chief Engineer
Office

Dear Sir:

Reference is made to the request of W. S. Chiene, Manager of the Peoples Water & Gas Company of Marshfield, that we include the pipe lines along Front Avenue between Stations 237 and 265 in the attached agreement.

Our present contract does not interfere with the pipe lines between these stations; therefore, it seems to me advisable to allow this section to remain as is until it is actually necessary to remove the pipes. I believe the present agreement covers all the lines involved in our present contract, and therefore, all that it is necessary to remove at this time.

Very truly yours,

H G Smith

H. G. Smith
Construction Engineer

HGS:AR

Wrote a letter

PEOPLES WATER AND GAS COMPANY
264 SOUTH BROADWAY
MARSHFIELD, OREGON

October 18, 1940

Mr. C. B. McCullough
Assistant Chief Engineer
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We are returning the four copies of agreement covering the relocation of water mains in the Marshfield territory for the reason that the change between the Station 237 and 265 is not definitely described. We notice that you state Broadway and Front St. I think it would be well to describe the changes at the North Section of Marshfield as covering the Highway from Station 220 to 265 as we have some water services between Station 237 and 255. Between 255 and 265 we have an 8" water main which will have to be changed from its present location. Otherwise the changes on South Broadway between Ingersoll and Johnson are all right. If item No. 1 as stated, Broadway and Front Street covers that portion between Stations 237 and 265 then the agreement will not have to be altered. However, it should specify between what streets are meant. Upon receipt of these agreements after these changes have been made we will forward them to our President for his signature.

Very truly yours,

PEOPLES WATER AND GAS COMPANY

By W Chiene
W. S. Chiene, Local Manager

WSC:smr
Encl.

FORM [illegible]

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN
PORTLAND
HURON W. CLOUGH, MEMBER
CANYONVILLE
HERMAN OLIVER, MEMBER
JOHN DAY

OREGON
STATE HIGHWAY COMMISSION

SALEM

R. H. BALDOCK, CHIEF ENGINEER
C. B. McCULLOUGH, ASS'T CHIEF ENGINEER
J. M. DEVERS, CHIEF COUNSEL
H. B. GLAISYER, SECRETARY

IN REPLY PLEASE REFER TO FILE NO.

RECEIVED
OCT 18 1940
FOR FILING

141-F-2

October 16, 1940

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Attention: Mr. T. M. Davis

Dear Sir:

Herewith three copies each of two resolutions relative to encroachments and traffic executed by the city authorities of Marshfield. These two resolutions cover the following sections of the Oregon Coast Highway.

1. From the north city limits of Marshfield southerly to the intersection of the relocated Oregon Coast Highway with North Broadway.

2. From a point 13 feet south of the intersection of South Broadway and Ingersoll Avenue to the west city limits of Marshfield.

This is Project FAP 141-F (2), G (1) and 178-A (3).

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

Oscar Cutler
Asst. Office Engineer

Mr Nash –

OC:ME

Encl.

5-23-~~40a~~

October 16, 1940

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Attention: Mr. T. M. Davis

Dear Sir:

Herewith three copies each of two resolutions relative to encroachments and traffic executed by the city authorities of Marshfield. These two resolutions cover the following sections of the Oregon Coast Highway.

1. From the north city limits of Marshfield southerly to the intersection of the relocated Oregon Coast Highway with North Broadway.
2. From a point 13 feet south of the intersection of South Broadway and Ingersoll Avenue to the east city limits of Marshfield.

This is Project FAP 141-F (2), G (1) and 172-A (3).

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

Oscar Cutler
Asst. Office Engineer

OC:ME

Encl.

RESOLUTION

WHEREAS, State Highway No. 9 of the State of Oregon, known as the Oregon Coast Highway, is routed through the City of Marshfield, Coos County, Oregon, a municipal corporation, and the route officially adopted for said highway by the State Highway Commission traverses the following street or streets, or avenues, or roads, of said city; to wit:

A relocation of the Oregon Coast Highway from the north city limits of Marshfield, southerly to the intersection of the relocated Oregon Coast Highway with North Broadway

And, WHEREAS, the State Highway Commission of the State of Oregon is desirous of receiving Federal Aid for the improvement of said highway,

And, WHEREAS, the State Highway Commission of the State of Oregon has caused a survey to be made, and plans prepared for the improvement of the State Highway traversing the street or streets, or avenues, or roads, as described herein,

And, WHEREAS, if said proposed street improvement is carried out, the work will be done pursuant to a grade or grades fixed and established by the Highway Commission,

And, WHEREAS, the grade or grades and elevations to which the proposed improvement will be made are indicated upon the maps and plans prepared for the proposed improvement which are on file in the office of the Oregon State Highway Commission, at Salem, Oregon, copies of which have been submitted to the city for its record and for its approval, said grades being as follows, to wit:

Description of center line grade:

Beginning at grade elevation 8.06 at the intersection of the relocated Oregon Coast Highway south bound traffic lane and the north city limits of Marshfield; thence to elevation 7.31 at the intersection of Pine Avenue West and the south bound traffic lane of the relocated Oregon Coast Highway; thence to elevation 8.22 at the intersection of Orchard Avenue West and the south bound traffic lane of the relocated Oregon Coast Highway; thence to elevation 7.66 at the intersection of Myrtle Avenue West and the south bound traffic lane of the relocated Oregon Coast Highway; thence to elevation 6.88 at the intersection of Kingwood

Avenue West and the south bound traffic lane of the relocated Oregon Coast Highway; thence to elevation 6.98 at the intersection of Juniper Avenue West with the south bound traffic lane of the relocated Oregon Coast Highway; thence to elevation 8.41 at the intersection of Ivy Avenue West with the south bound traffic lane of the relocated Oregon Coast Highway; thence to elevation 7.93 at the intersection of Fifth Street North with the south bound traffic lane of the relocated Oregon Coast Highway; thence to elevation 6.90 at the intersection of Fourth Street North with the south bound traffic lane of the relocated Oregon Coast Highway; thence to elevation 7.19 at the intersection of Hemlock Avenue with the south bound traffic lane of the relocated Oregon Coast Highway; thence to elevation 7.72 at the intersection of Third Street North with the south bound traffic lane of the relocated Oregon Coast Highway; thence to elevation 11.04 at the intersection of Greenwood Avenue with the south bound traffic lane of the relocated Oregon Coast Highway; thence to elevation 12.43 at a point in the center of the south bound traffic lane of the relocated Oregon Coast Highway 127 feet southwesterly from the intersection of the south bound traffic lane of the relocated Oregon Coast Highway with Greenwood Avenue.

Also temporary connection to North Broadway: Beginning at grade elevation 12.43 at a point on the center line of the south bound traffic lane of the relocated Oregon Coast Highway 273 feet northerly from the intersection of the center line of North Broadway with the relocated center line of the south bound traffic lane of the Oregon Coast Highway; thence to elevation 12.48 at a point in the center line of the south bound traffic lane of the relocated Oregon Coast Highway 233 feet northerly from the intersection of North Broadway with the center line of the south bound traffic lane of the relocated Oregon Coast Highway; thence to elevation 8.50 at a point 73 feet northerly from the intersection of North Broadway with the center line of the south bound traffic lane of the relocated Oregon Coast Highway; thence to elevation 11.70 at the intersection of the center line of North Broadway with the center line of the temporary street connection with North Broadway.

Also temporary connection to Front Street: Beginning at grade elevation 12.7 at a point 98 feet westerly from the intersection of Greenwood Avenue with the south bound traffic lane of the relocated Oregon Coast Highway; thence to elevation 12.9 at a point 122 feet westerly from the intersection of Greenwood Avenue with the south bound traffic lane of the relocated Oregon Coast Highway; thence to elevation 11.9 at a point 162 feet westerly from the intersection of Greenwood Avenue with the south bound traffic lane of the relocated Oregon Coast Highway; thence to elevation 7.5 at a point 237 feet westerly from the intersection of Greenwood Avenue with the south bound traffic lane of the relocated Oregon Coast Highway; thence to elevation 7.0 at a point 317 feet westerly from the intersection of Greenwood Avenue with the south bound traffic lane of the relocated Oregon Coast Highway at the east boundary line of North Broadway.

And, WHEREAS, pursuant to Chapter 88, Oregon Laws 1931; and Chapter 529, Oregon Laws 1939; it is required that as a condition precedent to the change of the grade of any such street by the Commission, such grade change shall be consented to by the city.

NOW THEREFORE, IT IS HEREBY RESOLVED by the Common Council of the City of Marshfield, Coos County, Oregon, that the grades established by the State Highway Commission for the proposed improvement of the street or streets, or avenues, or roads, as described herein and which are traversed by State Highway No. 9 of the State of Oregon, known as the Oregon Coast Highway, the plans for which proposed improvement are on file in the office of the State Highway Commission at Salem, Oregon, and a copy or copies of which are on file in the records of the city, said grades being as follows, to wit:

Description of center line grade:

Beginning at grade elevation 8.06 at the intersection of the relocated Oregon Coast Highway south bound traffic lane and the north city limits of Marshfield; thence to elevation 7.31 at the intersection of Pine Avenue West and the south bound traffic lane of the relocated Oregon Coast Highway; thence to elevation 8.22 at the intersection of Orchard Avenue West and the south bound traffic lane of the relocated Oregon Coast Highway; thence to elevation 7.66 at the intersection of Myrtle Avenue West and the south bound traffic lane of the relocated Oregon Coast Highway; thence to elevation 6.88 at the intersection of Kingwood Avenue West and the south bound traffic lane of the relocated Oregon Coast Highway; thence to elevation 6.98 at the intersection of Juniper Avenue West with the south bound traffic lane of the relocated Oregon Coast Highway; thence to elevation 8.41 at the intersection of Ivy Avenue West with the south bound traffic lane of the relocated Oregon Coast Highway; thence to elevation 7.93 at the intersection of Fifth Street North with the south bound traffic lane of the relocated Oregon Coast Highway; thence to elevation 6.90 at the intersection of Fourth Street North with the south bound traffic lane of the relocated Oregon Coast Highway; thence to elevation 7.19 at the intersection of Hemlock Avenue with the south bound traffic lane of the relocated Oregon Coast Highway; thence to elevation 7.72 at the intersection of Third Street North with the south bound traffic lane of the relocated Oregon Coast Highway; thence to elevation 11.04 at the intersection of Greenwood Avenue with the south bound traffic lane of the relocated Oregon Coast Highway; thence to elevation 12.43 at a point in the center of the south bound traffic lane of the relocated Oregon Coast Highway 127 feet southwesterly from the intersection of the south bound traffic lane of the relocated Oregon Coast Highway with Greenwood Avenue.

Also temporary connection to North Broadway: Beginning at grade elevation 12.43 at a point on the center line of the south bound traffic lane of the relocated Oregon Coast Highway 273 feet northerly from the intersection of the center line of North Broadway with the relocated center line of the south bound traffic lane of the Oregon Coast Highway; thence to elevation 12.48 at a point in the center line of the south bound traffic lane of the relocated Oregon Coast Highway 233 feet northerly from the intersection of North Broadway with the center line of the south bound traffic lane of the relocated Oregon Coast Highway; thence to elevation 8.50 at a point 73 feet northerly from the intersection of North Broadway with the center line of the south bound traffic lane of the relocated Oregon Coast Highway; thence to elevation 11.70 at the intersection of the center line of North Broadway with the center line of the temporary street connection with North Broadway.

Also temporary connection to Front Street: Beginning at grade elevation 12.7 at a point 98 feet westerly from the intersection of Greenwood Avenue with the south bound traffic lane of the relocated Oregon Coast Highway; thence to elevation 12.9 at a point 122 feet westerly from the intersection of Greenwood Avenue with the south bound traffic lane of the relocated Oregon Coast Highway; thence to elevation 11.9 at a point 162 feet westerly from the intersection of Greenwood Avenue with the south bound traffic lane of the relocated Oregon Coast Highway; thence to elevation 7.5 at a point 237 feet westerly from the intersection of Greenwood Avenue with the south bound traffic lane of the relocated Oregon Coast Highway; thence to elevation 7.0 at a point 317 feet westerly from the intersection of Greenwood Avenue with the south bound traffic lane of the relocated Oregon Coast Highway at the east boundary line of North Broadway.

are hereby approved, and consent is hereby given to such change, and the State Highway Commission hereby is permitted to construct, reconstruct, improve, repair, and/or maintain the said streets in accordance with said grade changes.

Passed by the Common Council of the City of Marshfield, Coos County, Oregon, this 19th day of August, 1940.

BE IT FURTHER RESOLVED, that the Common Council does hereby agree, within its lawful authority but without financial obligation or liability, to cooperate with and aid the State Highway Commission in the accomplishment of such street construction, reconstruction, improvement, repair, and/or maintenance.

Attest:

C. L. B
Acting as Mayor

John H. Butler
City Recorder

- - - - - - - - - - -

I hereby certify the foregoing to be a true copy of the original resolution passed by the Common Council of the City of Marshfield, Coos County, Oregon, on the 19th day of August, 1940, at the regular ~~or~~

~~special~~ meeting of said Common Council.

Dated this 20th day of August,

1940.

John H. Butler
City Recorder

State of Oregon,)
County of Coos,) ss.
City of Marshfield.)

I, John W. Butler, do hereby certify that I am the duly elected, qualified and acting Recorder of the City of Marshfield, Coos County, Oregon; that C. L. Brown is the duly elected, qualified and acting President of the Common Council of said City of Marshfield, Coos County, Oregon, and that pursuant to Section 26 of the Charter of said City, the said C. L. Brown is authorized to perform the duties of the Mayor of said City of Marshfield during the absence of the Mayor from said City; that on the 19th day of August, A.D., 1940, J. Stanley Emery, the duly elected, qualified and acting Mayor of the City of Marshfield, Oregon, was absent from said City; and that the foregoing instrument was signed in behalf of the City of Marshfield by said C. L. Brown in his capacity as President of the Council, acting in the absence of the Mayor.

John W. Butler
Recorder of the City of Marshfield,
Coos County, Oregon.

5-23-13
(1940)

RESOLUTION

FAP 111-F(2)

WHEREAS, State Highway No. 9 of the State of Oregon, known as the Oregon Coast Highway, is routed through the City of Marshfield, Coos County, Oregon, a municipal corporation, and the route officially adopted for said highway by the State Highway Commission traverses the following street or streets, or avenues, of said city; to wit:

A relocation of the Oregon Coast Highway from the north city limits of Marshfield, southerly to the intersection of the relocated Oregon Coast Highway with North Broadway

And, WHEREAS, the State Highway Commission of the State of Oregon is desirous of receiving Federal Aid for the improvement of said highway,

And, WHEREAS, the Public Roads Administration of the Federal Works Agency of the United States will not participate in the construction of said highway until and unless the said City of Marshfield will guarantee by resolution officially adopted by the City Council of said City, that no encroachments will be permitted upon the right of way of said highway within the corporate limits of said City, which will permanently obstruct or interfere with the free and convenient flow of traffic over said highway through said City; and will so regulate parking of vehicles on said streets or avenues traversed by said highway that the free, convenient and safe flow of traffic shall not be impeded; and agree not to impose unreasonable limitations of speed upon said highway, nor impose any regulations of traffic which will operate to discriminate against traffic upon said highway by giving undue preference to traffic upon other intersecting streets or avenues.

NOW THEREFORE, IT IS HEREBY RESOLVED by the Common Council of the City of Marshfield, Coos County, Oregon, that no encroachments will be permitted on the streets and avenues traversed by State Highway No. 9 of the State of Oregon, known as the Oregon Coast Highway, which will permanently or unduly interfere with the free and convenient flow of

traffic along said highway; and will so regulate the parking of vehicles along said streets and avenues as not to impede the free, convenient and safe flow of traffic; and will not impose any unreasonable limitations of speed upon said highway, nor impose any regulation of traffic upon said highway which shall unduly discriminate against traffic upon said highway by giving undue preference to traffic upon other intersecting streets or avenues.

It being understood that nothing in this resolution of agreement by the City Council shall be construed so as to prevent or impair proper police regulations and the enforcement of all existing ordinances and regulations respecting the use of streets in said City, nor to prevent such temporary obstructions to traffic as may be necessitated by the construction of water or gas mains, sewers and other public improvements, or to preclude the proper use of said highway for the placement of telephone or electric light poles or other public service facilities.

Passed by the Common Council of the City of Marshfield, Coos County, Oregon, this 19th day of August, 1940.

Attest:

C. L. Brown
Acting as Mayor

John H. Butler
City Recorder

- - - - - - - - - - - - -

I hereby certify the foregoing to be a true copy of the original resolution passed by the Common Council of the City of Marshfield, Coos County, Oregon, on the 19th day of August, 1940, at the regular ~~or special~~ meeting of said Common Council.

Dated this 20th day of August, 1940.

John H. Butler
City Recorder

State of Oregon,)
County of Coos,) ss.
City of Marshfield.)

I, John W. Butler, do hereby certify that I am the duly elected, qualified and acting Recorder of the City of Marshfield, Coos County, Oregon; that C. L. Brown is the duly elected, qualified and acting President of the Common Council of said City of Marshfield, Coos County, Oregon, and that pursuant to Section 26 of the Charter of said City, the said C. L. Brown is authorized to perform the duties of the Mayor of said City of Marshfield during the absence of the Mayor from said City; that on the 19th day of August, A.D., 1940, J. Stanley Emery, the duly elected, qualified and acting Mayor of the City of Marshfield, Oregon, was absent from said City; and that the foregoing instrument was signed in behalf of the City of Marshfield by said C. L. Brown in his capacity as President of the Council, acting in the absence of the Mayor.

John G. Butler

Recorder of the City of Marshfield,
Coos County, Oregon.

At a meeting of the City Council of the City of Marshfield, Coos County, Oregon, held upon the 19th day of August, 1940, pursuant to legal notice thereof, there were present Mayor ________________, and Councilman C. L. Brown, President of the Council; Councilmen Joseph A. Larson, Arnold J. Spaniol, and J. R. Hillstrom; absent Councilmen, Mrs. J. T. Brand, Lou Blanc; and Mayor J. Stanley Emery., ~~and~~ ________________.

Among other proceedings had and entered of record at the above mentioned meeting, the following resolution was presented, considered and adopted, to-wit:

WHEREAS, the STATE OF OREGON, by and through its State Highway Commission, proposes to realign and improve the Oregon Coast Highway, No. 9, within the city limits of the City of Marshfield, and

WHEREAS, in order to fully carry out its plans for such realigned and improved highway so as to protect the public from unnecessary danger from promiscuous access to said realigned and improved highway, it is necessary to close permanently by curbs, gutters, rock foot paths and barricades, the following named streets within said City of Marshfield, to-wit:

> Second Street where it is intersected by the Westerly line of said proposed realigned Oregon Coast Highway. Third Street where it is intersected by the Westerly line of said proposed realigned Oregon Coast Highway. Fourth Street where it is intersected by said Westerly line of said proposed realigned Oregon Coast Highway, and Fifth Street where it is likewise intersected by the Westerly line of said proposed realigned Oregon Coast Highway.

which said realignment plans and specifications are more fully shown upon the attached map which is marked Exhibit "A" and made a part of this resolution, and which said plans and resolution are herewith presented to the Council for consideration and approval, and the Council after having fully examined and considered said map and plans has approved same and does now hereby upon the adoption of this resolution approve the said maps, plans and specifications which shall be known as Federal Aid Project No. 141 for the improvement of the State Highway through the City of Marshfield, Coos County, Oregon, NOW, THEREFORE, upon motion duly made, seconded and carried, be it resolved by the City Council of the City of Marshfield, Coos County, Oregon, that the map, plans, and specifications made by the State Highway Commission for the realignment and improvement of Federal Aid Project No. 141 through the City of Marshfield, Coos County, Oregon, which are hereto annexed and marked Exhibit "A" be, and the same hereby are in all things approved and confirmed, and

BE IT FURTHER RESOLVED that the City Council give its full cooperation to the State Highway Commission in any and all matters pertaining to the realignment and improvement of the State Highway through the City of Marshfield, Coos County, Oregon, and that any other or further action of the Council necessary to fully accomplish said improvement be, and the same is hereby pledged.

BE IT FURTHER RESOLVED that a copy of this resolution, as adopted, together with a copy of the map, plans, and specifications marked Exhibit "A", and attached hereto, be certified to by the City Recorder and forwarded to the Oregon State Highway Commission at Salem, Oregon.

ADOPTED by the City Council of the City of Marshfield, Coos County, Oregon, this 19th day of August, 1940.

C. L. Brown
Acting as Mayor

ATTEST:

John W. Butler
City Recorder

STATE OF OREGON)
County of Coos) ss.
City of Marshfield)

I, JOHN W. BUTLER, the duly elected, qualified and acting city recorder of the City of Marshfield, Coos County, Oregon, hereby certify that the above and foregoing is a true copy of a resolution passed and adopted by the City Council of the City of Marshfield, Coos County, Oregon, upon the 19th day of August, 1940, and of the whole thereof.

IN WITNESS WHEREOF I have hereunto set my hand and seal of the City of Marshfield, Coos County, Oregon, this 20th day of August, 1940.

John W. Butler
City Recorder of the City of
Marshfield, Coos County, Oregon

State of Oregon,)
County of Coos,) ss.
City of Marshfield.)

I, John W. Butler, do hereby certify that I am the duly elected, qualified and acting Recorder of the City of Marshfield, Coos County, Oregon; that C. L. Brown is the duly elected, qualified and acting President of the Common Council of said City of Marshfield, Coos County, Oregon, and that pursuant to Section 26 of the Charter of said City, the said C. L. Brown is authorized to perform the duties of the Mayor of said City of Marshfield during the absence of the Mayor from said City; that on the 19th day of August, A.D., 1940, J. Stanley Emery, the duly elected, qualified and acting Mayor of the City of Marshfield, Oregon, was absent from said City; and that the foregoing instrument was signed in behalf of the City of Marshfield by said C. L. Brown in his capacity as President of the Council, acting in the absence of the Mayor.

John W. Butler

Recorder of the City of Marshfield,
Coos County, Oregon.

S23-~~[illegible]~~

August 29, 1940

Mr. E. K. Burton
City Engineer
Marshfield, Oregon

Dear Sir:

Under separate cover, I am returning to you the blueprint map and plan of the proposed reconstruction of the Oregon Coast Highway in North Marshfield.

Mr. I. W. Schupnep of our Legal Department will send to Mr. J. H. Bedingfield descriptions of the areas on Second, Third, Fourth and Fifth Streets, which it is suggested be vacated; also maps showing the areas.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

Oscar Cutler
Asst. Office Engineer

OC:ER

5-23-~~4el~~

J. STANLEY EMERY
MAYOR
JOHN W. BUTLER
RECORDER
C. L. BROWN
COUNCIL PRES.

COMMITTEE CHAIRMEN

Finance
Mrs. J. T. Brand
Streets and Parks
C. L. Brown
Properties, Wharf, Waterfront
Robert Marsden, Jr.
Public Health and Safety
Joseph A. Larsen
Fire and Water
Arnold J. Spaniol
Light
Lou Blanc

THE CITY OF MARSHFIELD
A Municipal Corporation of Coos County and State of Oregon

Incorporated
1874

DEPARTMENT OFFICIALS

Attorney	*Treasurer*	*Health Officer*	*Chief, Fire Dept.*	*Chief of Police*
J. B. Bedingfield	Ruth Hoagland	Donald M. Long, M.D.	P. J. Shepherd	Mathew D. Coy

City Engineer and Inspector
E. K. Burton

August 22, 1940

Mr. Oscar Cutler,
Assistant Office Engineer,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:

Enclosed you will find deeds which have been executed by the City of Marshfield, conveying certain real property to the State of Oregon. Also resolutions which were duly adopted at a meeting of the Council held on the 19th day of August, 1940.

I think you will find the several instruments properly executed.

Very truly yours,

John W. Butler

Recorder.

JWB:AP

5-23-

August 8, 1940

Mr. John W. Butler
City Recorder
Marshfield, Oregon

Dear Sir:

With reference to the proposed reconstruction of the Oregon Coast Highway in North Marshfield, for which I left certain resolution forms to be adopted by the City Council of Marshfield when I was in Marshfield early this week:

Due to our inability to complete right of way negotiations, this project will not be advertised for bids to be opened August 22.

It is expected, however, that if all matters are completed, the project will be advertised for opening of bids in September.

Therefore, there is no necessity of an emergency session of the City Council of Marshfield to adopt the resolutions which I submitted for the city's consideration.

We would, however, appreciate action on these resolutions by the first week in September.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

Oscar Cutler
Asst. Office Engineer

OC:ME

S-33-~~400~~

2382

August 3, 1940

Mr. John W. Butler
City Recorder
Marshfield, Oregon

Dear Sir:

There are enclosed herewith six copies of a resolution form relative to encroachments and traffic and four copies of a grade resolution form relative to the establishment of grades on a section of the proposed relocation of the Oregon Coast Highway, from the north city limits of Marshfield to the intersection of the relocated Oregon Coast Highway and North Broadway.

These forms, adopted by the City Council and executed by the proper city authorities, are required where Federal and State funds are being expended for improvements within municipalities.

I would appreciate it if you will present these to the City Council, and, after they have been approved and properly executed, retain one copy of each for the city's records and return the other copies to the Oregon State Highway Commission, attention of Oscar Cutler, at Salem.

The Commission expects to call for bids on this project within the near future; therefore, it would be appreciated if action can be taken upon these resolutions as soon as convenient.

There is also enclosed a copy of the plans on which are indicated the grade elevations at street intersections. This set of plans is for the city's records.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

Oscar Cutler
Asst. Office Engineer

OC:ME

Encl.

5-23-#aa

August 3, 1940

Mr. John W. Butler
City Recorder
Marshfield, Oregon

Dear Sir:

Herewith are two resolutions, one in which the city agrees to permit the closing of Second Street, Third Street, Fourth Street and Fifth Street where these streets intersect the westerly boundary of the proposed realigned Oregon Coast Highway. The second resolution is designed to indicate the action of the Council in the closing of these streets.

Copies of the plans are attached to two of these resolutions, one of which, when it has been adopted and executed, is for the city's records, and the other is for the records of the State Highway Commission.

When these resolutions have been adopted and executed by the proper city authorities, we would appreciate it if three copies of each can be sent to the Oregon State Highway Commission, attention of Oscar Cutler at Salem, Oregon.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

Oscar Cutler
Asst. Office Engineer

OC:MK

Encl.

a

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

RECEIVED
[illegible] 1940

September 26, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Federal Aid Project No. 141-G (1), the North Marshfield Section of the Oregon Coast Highway, have today been recommended for approval, subject to final review and approval by the Commissioner of Public Roads. This is your authority to advertise for bids.

Concurrence in award of contract will be withheld until the right of way has been secured.

Copies of the usual town resolution covering encroachments should be forwarded with the agreement estimate.

Very truly yours,

W. H. LYNCH
District Engineer

By F. E. Andrews
F. E. Andrews
Sr. Highway Engineer

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

RECEIVED
28 1940

September 26, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Revised P.S. & E. documents for Oregon Federal Aid Project No. 141-F (2), the Ingersoll Avenue - Johnson Avenue Section of the Oregon Coast Highway in Marshfield, have today been recommended for approval, subject to final review and approval by the Commissioner of Public Roads. This is your authority for advertising.

Prompt submission of the bid tabulation and agreement estimate will be appreciated.

Concurrence in award will necessarily be withheld until the right of way for 141-G (1) is obtained.

Very truly yours,

W. H. LYNCH
District Engineer

By

F. E. Andrews
Sr. Highway Engineer

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

September 26, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Revised P.S.& E. documents for Oregon Federal Aid Project No. 172-A (3), the Marshfield-Bunker Hill Section of the Oregon Coast Highway, have today been recommended for approval, subject to final review and approval by the Commissioner of Public Roads. This is your authority to advertise for bids.

Concurrence in award of contract will necessarily be withheld until the right of way for 141-G (1) is obtained.

Very truly yours,

W. H. LYNCH
District Engineer

By F E Andrews
F. E. Andrews
Sr. Highway Engineer

Oregon State Highway Department Federal Aid Project No. 172-A (3)

MARSHFIELD-BUNKER HILL SECTION OF THE
OREGON COAST HIGHWAY IN COOS COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, September 23, 1940

Inside City (Sta. 23+32 to 34+67.5)

All Required		Clearing and Grubbing		$ 150.00
20	cu. yds.	Trench Excavation, Unclassified	$ 1.00	20.00
4,547	cu. yds.	General Excavation, Unclassified	.35	1,591.45
150	yd. mi.	Truck Haul	.15	22.50
0.21	mile	Finishing Roadbed and Slopes	300.00	63.00
2.0	cu. yds.	Concrete Curbs and Gutters	20.00	40.00
101	lin. ft.	8" Corr. Metal Pipe	.90	90.90
6	only	Corr. Metal Catch Inlets	10.00	60.00
127	cu. yds.	Salvaging Surfacing Materials	.60	76.20
3,570	tons	1½" - 0" Material in Base	1.50	5,355.00
230	tons	1½" - 3/4" Material in Leveling Course	2.30	529.00
210	tons	3/4" - 0" Material in Leveling Course and Shoulders	2.30	483.00
200	tons	½" - 0" Material in Cushion Course	2.30	460.00
135	tons	Filler	.40	54.00
135	yd. mi.	Hauling Filler	.15	20.25
73	M-gals.	Sprinkling	1.50	109.50
5,140	sq. yds.	Portland Cement Concrete Pavement	2.10	10,794.00
440	lin. ft.	Expansion Joints in Pavement	.20	88.00
2,640	lin. ft.	Contraction Joints	.02	52.80
440	lin. ft.	Dowel Bars	.20	88.00
10,100	lbs.	Tie Bars and Reinforcement	.06	606.00
150	cu. yds.	Furnishing and Placing Aggregates	4.00	600.00
15	tons	Furnishing and Placing 151-200 Asphalt	35.00	525.00
85	tons	Class "A" Asphaltic Concrete	7.00	595.00
17	tons	Class "B" Asphaltic Concrete	7.00	119.00
			Subtotal	$ 22,592.60
			10% Engr. & Cont.	2,259.26
			Total	$ 24,851.86

Length	0.215 mile
Cost per mile	$ 115,590.04

Outside of City (Sta. 39+01.5 to 42+60.8)

All Required		Clearing and Grubbing		$ 50.00
15	cu. yds.	Trench Excavation, Unclassified	$ 1.00	15.00
1,573	cu. yds.	General Excavation, Unclassified	.35	550.55
450	yd. mi.	Truck Haul	.15	67.50
.07	mile	Finishing Roadbed and Slopes	300.00	21.00
59	lin. ft.	8" Corr. Metal Pipe	.90	53.10
2	only	Corr. Metal Catch Inlets	10.00	20.00
173	cu. yds.	Salvaging Surfacing Materials	.60	103.80
1,130	tons	3" - 0" Material in Base	1.50	1,695.00
80	tons	1½" - 3/4" Material in Leveling Course	2.30	184.00
90	tons	3/4" - 0" Material in Leveling Course	2.30	207.00
70	tons	½" - 0" Material in Cushion Course	2.30	161.00
45	tons	Filler	.40	18.00
45	yd. mi.	Hauling Filler	.15	6.75
35	M-gals.	Sprinkling	1.50	52.50
1,660	sq. yds.	Portland Cement Concrete Pavement	2.10	3,486.00
140	lin. ft.	Expansion Joints in Pavement	.20	28.00
880	lin. ft.	Contraction Joints	.02	17.60
140	only	Dowel Bars	.20	28.00
7,050	lbs.	Tie Bars and Reinforcement	.06	423.00
52	tons	Furnishing and Placing Aggregates	4.00	208.00
5	tons	Furnishing and Placing 151-200 Asphalt	35.00	175.00
28	tons	Class "A" Asphaltic Concrete	7.00	196.00
5	tons	Class "C" Asphaltic Concrete	7.00	35.00
			Subtotal	$ 7,801.80
			10% Engr. & Cont.	780.18
			Total	$ 8,581.98

Length .068 mile
Cost per mile $ 126,205.58

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	Federal Aid Funds	State Funds
Inside City	$ 24,851.86	$ 15,164.00	$ 9,687.86
Outside City	8,581.98	5,236.00	3,345.98
	$ 33,433.84	$ 20,400.00	$ 13,033.84

September 21, 1940

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed seven copies of estimate and three copies of right of way statement to accompany plans and specifications for the North Marshfield Section, Project No. FA 141-G (1).

Fifteen bid proposals, twelve standard contract forms and five sets of blueprint plans are being sent under separate cover.

The extra copies of bid proposals and standard contract forms are for Projects Nos. FA 141-F (2) and 172-A (3). Revised estimates for these projects will be sent to you Monday.

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dictated by J. W. Nash/ER

Encl.

Oregon State Highway Department Federal Aid Project No. 141-C (1)

NORTH MARSHFIELD SECTION OF THE OREGON COAST HIGHWAY IN COOS COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, September 21, 1940

Outside City of Marshfield (Sta. 221+31 to 225+17)

All Required		Clearing and Grubbing		$ 50.00
172	cu. yds.	Trench Excavation, Unclassified	$ 1.00	172.00
120	cu. yds.	General Excavation, Unclassified	.35	42.00
.07	mile	Finishing Roadbed and Slopes	300.00	21.00
235	sq. yds.	Removal of Pavement and Walks	.30	70.50
270	lin. ft.	Removal of Curbs and Gutters	.15	40.50
40	lin. ft.	Pavement Cutting	1.00	40.00
27	lin. ft.	12" Corr. Metal Pipe	1.00	27.00
69	lin. ft.	12" Concrete Pipe	1.00	69.00
170	lin. ft.	18" Concrete Pipe	2.00	340.00
90	lin. ft.	18" Extra Strength Concrete Pipe	2.25	202.50
3	only	Standard Concrete Catch Basins	25.00	75.00
26	cu. yds.	Concrete Curbs and Gutters	20.00	520.00
All Required		Constructing Recesses for Curb Markers (10%)		20.00
70	sq. yds.	Concrete Driveways	2.00	140.00
1.25	M-FBM	Lumber and Timber	40.00	50.00
23	cu. yds.	Class "A" Concrete in Cradles	20.00	460.00
20	cu. yds.	Class "A" Concrete in Box Culvert	22.00	440.00
1,500	lbs.	Metal Reinforcement	.06	90.00
5	only	Wood Sight Posts	2.00	10.00
580	tons	3" - 0" Material in Base	1.50	870.00
40	tons	3/4" - 0" Material in Leveling Course and Shoulders	2.30	92.00
40	tons	½" - 0" Material in Cushion Course	2.30	92.00
30	cu. yds.	Filler	.40	12.00
30	yd. mi.	Hauling Filler	.15	4.50
13	M-gals.	Sprinkling	1.50	19.50
1,260	sq. yds.	Portland Cement Concrete Pavement	2.10	2,646.00
130	lin. ft.	Expansion Joints in Pavement	.20	26.00
626	lin. ft.	Contraction Joints	.02	12.52
130	only	Dowel Bars	.20	26.00

1,230	lbs.	Tie Bars and Reinforcement	$ .06	$ 73.80
6	tons	Furnishing and Placing Aggregates	4.00	24.00
0.5	tons	Furnishing and Placing 151-200 Asphalt	35.00	17.50
		Subtotal		$ 7,695.32
		10% Engr. & Cont.		769.53
		Total		$ 8,464.85
		Length	.073 mile	
		Cost per mile	$ 115,956.84	

Inside City of Marshfield (Sta. 225+17 to 262+00)

All Required		Clearing and Grubbing		$ 470.00
320	cu. yds.	Trench Excavation, Unclassified	$ 1.00	320.00
2,590	cu. yds.	General Excavation, Unclassified	.35	906.50
0.70	mile	Finishing Roadbed and Slopes	300.00	210.00
965	sq. yds.	Removal of Pavement and Walks	.30	289.50
130	lin. ft.	Removal of Curbs and Gutters	.15	19.50
1	only	Removal of Catch Basins	5.00	5.00
70	lin. ft.	Pavement Cutting	1.00	70.00
330	lin. ft.	12" Corr. Metal Pipe	1.00	330.00
230	lin. ft.	8" Concrete Pipe	.80	184.00
391	lin. ft.	12" Concrete Pipe	1.00	391.00
50	lin. ft.	12" Extra Strength Concrete Pipe	1.25	62.50
218	lin. ft.	18" Concrete Pipe	2.00	436.00
45	lin. ft.	18" Extra Strength Concrete Pipe	2.25	101.25
45	lin. ft.	24" Concrete Pipe	3.00	135.00
50	lin. ft.	Salvaging Culvert Pipe	.60	30.00
15	only	Standard Concrete Catch Basins	25.00	375.00
4	only	Concrete Inlets	20.00	80.00
314	cu. yds.	Concrete Curbs and Gutters	20.00	6,280.00
All Required		Constructing Recesses for Curb Markers (90%)		180.00
280	sq. yds.	Concrete Driveways	2.00	560.00
3.05	M-FBM	Lumber and Timber	40.00	122.00
55	cu. yds.	Class "A" Concrete in Cradles	20.00	1,100.00
12	only	Wood Sight Posts	2.00	24.00
5,440	tons	3" - 0" Material in Base	1.50	8,160.00
310	tons	3/4" - 0" Material in Leveling Course and Shoulders	2.30	713.00
360	tons	½" - 0" Material in Cushion Course	2.30	828.00
290	cu. yds.	Filler	.40	116.00
290	yd. mi.	Hauling Filler	.15	43.50

116	M-gals.	Sprinkling	$ 1.50	$ 174.00
12,040	sq. yds.	Portland Cement Concrete Pavement	2.10	25,284.00
1,270	lin. ft.	Expansion Joints in Pavement	.20	254.00
5,974	lin. ft.	Contraction Joints	.02	119.48
1,270	only	Dowel Bars	.20	254.00
11,770	lbs.	Tie Bars and Reinforcement	.06	706.20
92	tons	Furnishing and Placing Aggregates	4.00	368.00
7.0	tons	Furnishing 151-200 Asphalt	35.00	245.00
		Subtotal		$ 50,154.43
		10% Engr. & Cont.		5,015.44
		Total		$ 55,169.87

Length	0.697 mile
Cost per mile	$ 79,153.32

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	Federal Aid Funds	State Funds
Outside City	$ 8,464.85	$ 5,164.00	$ 3,300.85
Inside City	55,169.87	33,656.00	21,513.87
	$ 63,634.72	$ 38,820.00	$ 24,814.72

NORTH MARSHFIELD SECTION

PROJECT NO. FA 141 - G(1)

While negotiations for right of way are in progress, thirty parcels have not been acquired nor has the right to occupy and use these parcels been secured but it is now believed that all necessary right of way will be acquired within seventeen days.

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

September 21, 1940

RECEIVED
SEP 9 1940
FOR FILING

141-F-2

September 7, 1940

Peoples Water and Gas Company
Marshfield, Oregon

Gentlemen:

At the request of Resident Engineer, A. J. Ford, we are forwarding to you, under separate cover, three sets of plans showing the proposed improvement of the North Marshfield Section of the Oregon Coast Highway.

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dict. by M. O. Wood/GS

cc Mr. A. J. Ford
Mr. K. D. Lytle

September 7, 1940

Mountain States Power Company
Marshfield, Oregon

Gentlemen:

At the request of Resident Engineer, A. J. Ford, we are forwarding to you, under seperate cover, three sets of plans showing the proposed improvement of the North Marshfield Section of the Oregon Coast Highway.

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dict. by M. C. Wood/GS

cc Mr. A. J. Ford
Mr. K. D. Lytle

FORM E-30 REVISED [illegible]

RECEIVED
SEP 9 1940
FOR FILING

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Marshfield, Ore.
Sept. 3, 1940

FA 141-G (1)

Subject: Fed. Aid Plans for North Marshfield.

Received 9/7/40
Rood

To:

Mr. K.D. Lytle,
Div. Eng'r.,
Roseburg, Ore.

Dear Sir;

Will you please have Salem send the Peoples Water & Gas Co. in Marshfield three (3) sets of plans for the proposed North Marshfield section of the Ore. Coast Hwy. They will only require sheets # 3,4.5 &6.

The Mountain States Power Co. in Marshfield would also like to have three sets of the same sheets for the same job.

Both the Power Co. and Water Co. have facilities to be moved and as they must take it up with their main offices before receiving approval, it takes some time before they can go ahead. The material from the Bunker Hill Slide will have to be hauled up on this section and I would like to get these facilities moved as quickly as possible, so we will not hold up the contractor on the slide job.

Very truly Yours

A.J. Ford
A. J. Ford, Res. Eng'r.,
Marshfield, Ore.

Mailed
9/7/40

cc; encl.

To: Probert ✓
Please mail.
K.D. Lytle

RECEIVED
AUG 30 1940
FOR FILING

FA 141-F-2

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
Aug. 28, 1940

Subject: F. A. Plans

FA 141-G(1)

To:

S. H. Probert
Office Engineer

Dear Sir:

Will you please send, to A. J. Ford, Marshfield, a set of the Federal Aid plans for both North Marshfield and North Bend-Marshfield projects.

Mr. Ford needs these plans in connection with the distribution of materil to be taken out of the Bunker Hill slide and in order to show the utilities companies where their pipe lines and poles should be placed.

Very truly yours,

K. D. LYTLE
Division Engineer

KDL:G

cc: Ford

✓ 1 set plans for North Marshfield mailed 8/29/40
Hood

RECEIVED
AUG 1940

RECEIVED
AUG 19 1940
FOR FILING
Const
Projects
Experimental

Cross Referenced To
Material
Tests + Research

August 19, 1940

P. L. Crooks & Co. Inc.,
2145 N. W. Pettygrove St.
Portland, Oregon.

Attention: Mr. P. L. Crooks.

Gentlemen:

In response to your inquiry of August 15th you are advised that it is planned to call for bids for the paving of the North Marshfield and Marshfield-Sumner Hill Section at the Highway Commission meeting which will be held early in October.

Very truly yours,

C. B. McCullough
Assistant Chief Engineer.

[illegible]

P. L. CROOKS & CO., INC.

EQUIPMENT AND SUPPLIES
2145 N. W. PETTYGROVE ST.
PORTLAND, OREGON
ATWATER 7767

STORAGE
WAREHOUSE - - SHED - - YARD

DISTRIBUTORS
E. H. EDWARDS WIRE ROPE
E. H. EDWARDS WELDWEAVE
WIRE ROPE FITTINGS, INC
LAUGHLIN SAFETY CLAMPS
McKIERNAN TERRY CORP
GENERAL ELECTRIC SUPPLY
HUNT PROCESS CO
USED WIRE ROPE
AUTO TOW LINES
CABLE CLAMPS
RAFTING DOGS
DRILL STEEL
EXPLOSIVES
BLOCKS

SALE OR RENT
AIR COMPRESSORS
POWER UNITS
DRAGLINES
CRUSHERS
TRACTORS
GRADERS
SHOVELS
ROLLERS
TRUCKS
HOISTS
DRILLS
PUMPS
HOSE
BITS

RECEIVED
AUG 16 1940
OFFICE OF
STATE HIGHWAY COMMISSION

August 15th 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

1 Contract { N. Marshfield Sec.
+ Marshfield - Bunker Hill

Dear Sir:

Further to your letter of July 12th and our reply of the 22nd advising that you would arrange to permit the use of Hunt Process curing material on the concrete paving project between Marshfield and North Bend for which you expected to receive bids on about August 22nd.

We cannot find where this job is advertised so thought possibly you have put it off until a later date.

We would appreciate knowing when and if this project will be up for bids as we are very much interested in seeing Hunt Process curing material tried out.

Thanking you, and with kindest personal regards, we remain,

Yours very truly
P. L. Crooks & Co., Inc.,

By P. L. Crooks

PLC/lc

Sept. 26th

rept ± 10/10th

o r z -

RECEIVED
JUL 24 1940
FOR FILE

P. L. CROOKS & CO., INC.

EQUIPMENT AND SUPPLIES
2145 N. W. PETTYGROVE ST.
PORTLAND, OREGON
ATWATER 7767

STORAGE
WAREHOUSE - - SHED - - YARD

DISTRIBUTORS
- E. H. EDWARDS WIRE ROPE
- E. H. EDWARDS WELDWEAVE
- WIRE ROPE FITTINGS, INC
- LAUGHLIN SAFETY CLAMPS
- MCKIERNAN TERRY CORP
- GENERAL ELECTRIC SUPPLY
- HUNT PROCESS CO
- USED WIRE ROPE
- AUTO TOW LINES
- CABLE CLAMPS
- RAFTING DOGS
- DRILL STEEL
- EXPLOSIVES
- BLOCKS

SALE OR RENT
- AIR COMPRESSORS
- POWER UNITS
- DRAGLINES
- CRUSHERS
- TRACTORS
- GRADERS
- SHOVELS
- ROLLERS
- TRUCKS
- HOISTS
- DRILLS
- PUMPS
- HOSE
- BITS

Materials
Tests & Research
General

RECEIVED
3 1940
STATE HIGHWAY

July 22nd 1940

REFERRED TO
RHB
By Asst. State Highway Engineer

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We wish to acknowledge receipt of your letter of July 12th in which you advise that you will arrange to permit the use of Hunt Process Curing Material on a paving project between Marshfield and North Bend, for which you expect to receive bids on about August 22nd.

We note what you say regarding the paving work to be done on the Albany-Crabtree Corner Section of the Santiam Highway, that this project is such that will not afford a very satisfactory basis for the trial use of Hunt Process material.

We very much appreciate the courtesies you have extended to us in arranging for a trial use of Hunt Process concrete curing material and feel sure that this method of concrete curing will prove satisfactory to you and show a saving over other methods of curing concrete.

Thanking you and with kindest personal regards, we remain,

Yours very truly

P. L. Crooks & Co., Inc.,

By P. L. Crooks

PLC/lc

RRED
Highway

15 1940
FOR FILING

Const
Projects
Experimental

July 12, 1940

P. L. Crooks & Co.
816 Henry Bldg.
Portland, Oregon

Gentlemen:

As the paving work to be done on the Albany-Crabtree Corner Section of the Santiam Highway is not such as will afford a very satisfactory basis for a trial use of the Hunt Process of concrete curing, we will arrange to permit the use of the Hunt Process on a paving project between Marshfield and North Bend, for which we expect to receive bids on about August 22nd.

The Marshfield-North Bend Project involves about 13,300 square yards of Portland cement concrete pavement, and should be a very good project on which to make trial use of the process referred to.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc to H. G. Smith
" E. B. Lytle

July 30, 1940

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed seven copies of revised estimate to accompany plans and specifications for the Ingersoll Ave.-Johnson Ave. Section, Project No. 141-F (2).

Five copies of revised typical section sheet and ten bid proposals are being sent under separate cover. The additional five bid proposals are for Project No. FA 172-A (3).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department　　　　Federal Aid Project No. 141-F (2)

INGERSOLL AVE.-JOHNSON AVE. (MARSHFIELD) SECTION

OF THE OREGON COAST HIGHWAY IN COOS COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, July 30, 1940

(Sta. 17+39 to 23+32)

All Required		Clearing and Grubbing		$ 70.00
25	cu. yds.	Trench Excavation	$ 1.00	25.00
670	cu. yds.	Excavation, Single Classif.	.30	201.00
0.11	mile	Finishing Roadbed and Slopes	200.00	22.00
770	sq. yds.	Removal of Sidewalks	.20	154.00
1,200	lin. ft.	Removal of Curbs	.10	120.00
20	lin. ft.	Pavement Cutting	2.00	40.00
70	lin. ft.	6" Sewer Pipe	.75	52.50
30	lin. ft.	8" Sewer Pipe	1.00	30.00
1	only	Adjusting Manholes	30.00	30.00
5	only	Removal of Catch Basins	5.00	25.00
5	only	Concrete Catch Basins	20.00	100.00
60	cu. yds.	Concrete Curb and Gutters	20.00	1,200.00
550	sq. yds.	Concrete Sidewalks	1.50	825.00
80	sq. yds.	Concrete Driveway Aprons	2.00	160.00
400	cu. yds.	3" - 0" Material in Base	2.00	800.00
54	cu. yds.	3/4" - 0" Material in Leveling Course	2.25	121.50
40	cu. yds.	½" - 0" Material in Cushion Course	2.25	90.00
20	cu. yds.	Filler	.40	8.00
20	yd. mi.	Hauling Filler	.15	3.00
80	lin. ft.	3/4" Expansion Joints	.20	16.00
80	only	Dowels	.20	16.00
1,050	lbs.	Tie Bars and Reinforcement	.06	63.00
1,300	sq. yds.	Portland Cement Concrete Base	2.00	2,600.00
297	tons	Class "A" Asphaltic Concrete	6.50	1,930.50
140	tons	Class "B" Asphaltic Concrete	6.50	910.00
208	tons	Cutback Asphalt Wearing Surface	6.50	1,352.00
			Subtotal	$ 10,964.50
			10% Engr. & Cont.	1,096.45
			Total	$ 12,060.95

Length	0.112 mile
Cost per mile	$ 107,687.05

Federal Aid Funds- -	$ 7,360.00
State Funds- -	4,700.95
	$ 12,060.95

RECEIVED
JUL 26 1940
FOR FILING

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

POST OFFICE BUILDING
PORTLAND, OREGON

MONTANA
OREGON
WASHINGTON 141-F-2

July 24, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to P. S. & E. for Oregon Federal Aid Project 141-F (2), in Marshfield.

We are advised that the approval of the P. S. & E. for this project is conditioned upon the use of dowels in the expansion joints in curb and gutter construction.

As this project is to be re-advertised, it is requested that the design be changed as noted above and new section sheets submitted.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

July 16, 1940

Peoples Water Company
Marshfield, Oregon

Attention: Mr. Chiene, Manager

Gentlemen:

At the request of our Resident Engineer, Mr. A. J. Ford, we are forwarding to you, under separate cover, two copies of the blueprints showing the proposed construction on the Ingersoll Avenue-Johnson Avenue Section in Marshfield.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dist. by H. C. Wood/ER

cc to E. B. Lytle
A. J. Ford

RECEIVED
JUL 17 19
FOR F

141-F-2

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
July 15, 1940

Subject: Additional Plans

To:

S. H. Probert
Office Engineer

Dear Sir:

Will you please send copies of the plans as requested in the attached letter from A. J. Ford.

Very truly yours,

K D Lytle

K. D. LYTLE
Division Engineer

enc

L

Mailed
7/16/40

RECEIVED
JUL 16 1940
CONST

Form H-30—Revised—[illegible]—4-40

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Marshfield, Ore.
July 12, 1940

Subject: Marshfield-Bunker Hill plans

To:

Mr. K.D. Lytle
Division Eng'r.,
Roseburg, Ore.

Dear Sir;

Mr. Chiene, Manager of the Peoples Water Company in Marshfield, would like to have two copies of Sheet 3, Project No. 141-F (2), the section from Ingersoll to Johnson Avenues, so he can make tracings and send to the head office to get approval of the work he must do on this section before we start construction. This sheet is the Federal Aid sheet for this job. I have only 1 copy at present myself and would like to have another set of complete plans for this job for the office.

Mr. Chiene would like to get these two sheets as soon as possible as he says there is always a delay in getting approval to do this work and he does not want to be behind. You may have them sent direct to the Peoples Water Co. here in Marshfield.

Mailed 7/16/40

Very truly Yours,

A J Ford
A.J. Ford, Res. Eng'r.,
Box 717, Marshfield, Ore.

P.S. I also have only one copy of the Federal Aid plans on the Bandon job. I would like to have two more copies of that job. I had two but the wind blows so hard down there that when I opened one set of them one day, the wind took them and tore them up so badly that they are of no value to me now.

JUL 13
ROSEBURG DIV. OFFICE

5-23-40

J. STANLEY EMERY
MAYOR
JOHN W. BUTLER
RECORDER
C. L. BROWN
COUNCIL PRES.

COMMITTEE
CHAIRMEN

Finance
Mrs. J. T. Brand
Streets and Parks
C. L. Brown
Properties, Wharf, Waterfront
Robert Marsden, Jr.
Public Health and Safety
Joseph A. Larsen
Fire and Water
Arnold J. Spaniel
Light
Lou Blanc

THE CITY OF MARSHFIELD

A Municipal Corporation of Coos County and State of Oregon

Incorporated
1874

DEPARTMENT OFFICIALS

Attorney
J. B. Bedingfield
Treasurer
Ruth Hoagland
Health Officer
Donald M. Long, M.D.
City Engineer and Inspector
E. K. Burton
Chief, Fire Dept.
P. J. Shepherd
Chief of Police
Mathew D. Coy

July 16, 1940

Oscar Cutler,
Assistant Office Engineer,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:

Enclosed you will find five copies of a resolution relative to encroachments and traffic, required by the Public Roads Administration where federal funds are being expended for improvements on city streets or highways within incorporated cities, and three copies of a grade resolution required where street improvements are being made with federal and state funds in cities.

Said resolutions were duly adopted at a meeting of the Common Council of the City of Marshfield, Oregon, held on the 15th day of July, 1940.

Very truly yours,

John W. Butler
Recorder.

JWB:AP

S-23-~~400~~

J. STANLEY EMERY
MAYOR
JOHN W. BUTLER
RECORDER
C. L. BROWN
COUNCIL PRES.

Incorporated
1874

COMMITTEE CHAIRMEN

Finance
Mrs. J. T. Brand
Streets and Parks
C. L. Brown
Properties, Wharf, Waterfront
Robert Marsden, Jr.
Public Health and Safety
Joseph A. Larsen
Fire and Water
Arnold J. Spaniol
Light
Lou Blanc

THE CITY OF MARSHFIELD
A Municipal Corporation of Coos County and State of Oregon

DEPARTMENT OFFICIALS
Attorney J. B. Bedingfield
Treasurer Ruth Hoagland
Health Officer Donald M. Long, M.D.
City Engineer and Inspector E. K. Burton
Chief, Fire Dept. P. J. Shepherd
Chief of Police Mathew D. Coy

July 10, 1940

Oscar Cutler,
Assistant Office Engineer,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:

The Common Council of the City of Marshfield will meet on Monday, July 15th, and I think the resolutions you sent for adoption by the City of Marshfield will be adopted at that meeting and forwarded to you on July 16th, 1940.

Very truly yours,

John W Butler
Recorder.

JWB:AP

S-23-4D
FAP 172-A(3)

RESOLUTION

WHEREAS, State Highway No. 9 of the State of Oregon, known as the Oregon Coast Highway, is routed through the City of Marshfield, Coos County, Oregon, a municipal corporation, and the route officially adopted for said highway by the State Highway Commission traverses the following street or streets, or avenues, or roads, of said city; to wit:

> From a point 13 feet south of the intersection of South Broadway and Ingersoll Avenue; thence via a relocation of the Oregon Coast Highway to the east city limits of Marshfield, also necessary street connections.

And, WHEREAS, the State Highway Commission of the State of Oregon is desirous of receiving Federal Aid for the improvement of said highway,

And, WHEREAS, the State Highway Commission of the State of Oregon has caused a survey to be made, and plans prepared for the improvement of the State Highway traversing the street or streets, or avenues, or roads, as described herein,

And, WHEREAS, if said proposed street improvement is carried out, the work will be done pursuant to a grade or grades fixed and established by the Highway Commission,

And, WHEREAS, the grade or grades and elevations to which the proposed improvement will be made are indicated upon the maps and plans prepared for the proposed improvement which are on file in the office of the Oregon State Highway Commission, at Salem, Oregon, copies of which have been submitted to the city for its record and for its approval, said grades being as follows, to wit:

> Description of center line grades:
>
> Beginning at grade elevation 7.21 at a point 13 feet south of the intersection of South Broadway and Ingersoll Avenue; thence to elevation 7.55 at the intersection of Johnson Avenue with the relocated center line of the Oregon Coast Highway; thence to elevation 13.31 at the intersection of First Street South with the relocation of the Oregon Coast Highway; thence to elevation 14.28 at the intersection of Kruse Avenue and the relocated center line of the Oregon Coast Highway; thence to elevation 16.09 at the intersection of Front Street South and the relocated center line of the Oregon Coast Highway; thence to elevation 18.15 at the west end of

the bridge over Coalbank Slough on the relocated center line of the Oregon Coast Highway; thence to elevation 21.05 at the intersection of the relocated center line of the Oregon Coast Highway with the east city limits of Marshfield.

Also, a Street Connecting South Broadway: Beginning at grade elevation 7.80 at the intersection of Johnson Avenue and South Broadway; thence to elevation 8.80 at a point 100 feet south of the intersection of Johnson Avenue and South Broadway; thence to elevation 8.80 at a point 200 feet south of the intersection of Johnson Avenue and South Broadway.

Kruse Avenue West of the Relocated Center Line of the Oregon Coast Highway: Beginning at elevation 14.28 at the intersection of Kruse Avenue with the relocated center line of the Oregon Coast Highway; thence to elevation 15.9, 60 feet west of the intersection of Kruse Avenue and the relocated Oregon Coast Highway; thence to elevation 14.9 at a point 100 feet west of the intersection of Kruse Avenue and the relocated Oregon Coast Highway; thence to elevation 8.4 at a point 200 feet west of the intersection of Kruse Avenue and the relocated Oregon Coast Highway; thence to elevation 8.4 at a point 220 feet west of the intersection of Kruse Avenue and the relocated Oregon Coast Highway.

First Street South Connection South of Kruse Avenue: Beginning at elevation 15.5 at the intersection of First Street South and Kruse Avenue; thence to elevation 14.7 at a point 28 feet south of the center line of Kruse Avenue; thence to elevation 8.5 at a point 83 feet south of the intersection of First Street South and Kruse Avenue; thence to elevation 8.2 at a point 100 feet south of the intersection of First Street South and Kruse Avenue.

Connection to Front Street South, North of the Relocated Center Line of the Oregon Coast Highway: Beginning at elevation 16.09 at the intersection of Front Street South with the center line of the relocated Oregon Coast Highway; thence to elevation 13.9 at a point 50 feet north of the intersection of Front Street South with the relocated Oregon Coast Highway; thence to elevation 9.1 at a point 90 feet north of the intersection of Front Street South with the relocated Oregon Coast Highway; thence to elevation 8.2 at a point 108 feet north of the intersection of Front Street South with the relocated Oregon Coast Highway.

First Detour Road Connecting the Relocated Oregon Coast Highway with Kruse Avenue East of the Relocated Oregon Coast Highway: Beginning at elevation 12.0 at a point 42 feet right of engineer's station 29+50; thence to elevation 11.5 at a point 25 feet easterly of a point 42 feet right of engineer's station 29+50; thence to elevation 8.6 at a point 134 feet easterly of a point 42 feet right of highway engineer's station 29+50; thence to elevation 8.2 at a point 260 feet easterly of a point 42 feet right of highway engineer's station 29+50.

Second Detour Road from Intersection of Kruse Avenue with the Relocated Center Line of the Oregon Coast Highway: Beginning at elevation 14.28 at the intersection of Kruse Avenue with the relocated center line of the Oregon Coast Highway; thence to elevation 12.3 at a point 100 feet east of the intersection of Kruse Avenue and the relocated Oregon Coast Highway; thence to elevation 8.7 at a point 175 feet east of the intersection of Kruse Avenue and the relocated Oregon Coast Highway; thence to elevation 8.2 at a point 200 feet east of the intersection of Kruse Avenue and the relocated Oregon Coast Highway.

And, WHEREAS, pursuant to Chapter 88, Oregon Laws 1931; and Chapter 529, Oregon Laws 1939; it is required that as a condition precedent to the change of the grade of any such street by the Commission, such grade change shall be consented to by the city.

NOW THEREFORE, IT IS HEREBY RESOLVED by the Common Council of the City of Marshfield, Coos County, Oregon, that the grades established by the State Highway Commission for the proposed improvement of the street or streets, or avenues, or roads, as described herein and which are traversed by State Highway No. 9 of the State of Oregon, known as the Oregon Coast Highway, the plans for which proposed improvement are on file in the office of the State Highway Commission at Salem, Oregon, and a copy or copies of which are on file in the records of the city, said grades being as follows, to wit:

Description of center line grades:

Beginning at grade elevation 7.21 at a point 13 feet south of the intersection of South Broadway and Ingersoll Avenue; thence to elevation 7.55 at the intersection of Johnson Avenue with the relocated center line of the Oregon Coast Highway; thence to elevation 13.31 at the intersection of First Street South with the relocation of the Oregon Coast Highway; thence to elevation 14.28 at the intersection of Kruse Avenue and the relocated center line of the Oregon Coast Highway; thence to elevation 16.09 at the intersection of Front Street South and the relocated center line of the Oregon Coast Highway; thence to elevation 18.15 at the west end of the bridge over Coalbank Slough on the relocated center line of the Oregon Coast Highway; thence to elevation 21.05 at the intersection of the relocated center line of the Oregon Coast Highway with the east city limits of Marshfield.

Also, a Street Connecting South Broadway: Beginning at grade elevation 7.80 at the intersection of Johnson Avenue and South Broadway; thence to elevation 8.80 at a point 100 feet south of the intersection of Johnson Avenue and South Broadway; thence to elevation 8.80 at a point 200 feet south of the intersection of Johnson Avenue and South Broadway.

Kruse Avenue, West of the Relocated Center Line of the Oregon Coast Highway: Beginning at elevation 14.28 at the intersection of Kruse Avenue with the relocated center line of the Oregon Coast Highway; thence to elevation 15.9, 60 feet west of the intersection of Kruse Avenue and the relocated Oregon Coast Highway; thence to elevation 14.9 at a point 100 feet west of the intersection of Kruse Avenue and the relocated Oregon Coast Highway; thence to elevation 8.4 at a point 200 feet west of the intersection of Kruse Avenue and the relocated Oregon Coast Highway; thence to elevation 8.4 at a point 220 feet west of the intersection of Kruse Avenue and the relocated Oregon Coast Highway.

First Street South Connection South of Kruse Avenue: Beginning at elevation 15.5 at the intersection of First Street South of Kruse Avenue; thence to elevation 14.7 at a point 28 feet south of the center line of Kruse Avenue; thence to elevation 8.5 at a point 83 feet south of the intersection of First Street South and Kruse Avenue; thence to elevation 8.2 at a point 100 feet south of the intersection of First Street South and Kruse Avenue.

Connection to Front Street South, North of the Relocated Center Line of the Oregon Coast Highway: Beginning at elevation 16.09 at the intersection of Front Street South with the center line of the relocated Oregon Coast Highway; thence to elevation 13.9 at a point 50 feet north of the intersection of Front Street South with the relocated Oregon Coast Highway; thence to elevation 9.1 at a point 90 feet north of the intersection of Front Street South with the relocated Oregon Coast Highway; thence to elevation 8.2 at a point 108 feet north of the intersection of Front Street South with the relocated Oregon Coast Highway.

First Detour Road Connecting the Relocated Oregon Coast Highway with Kruse Avenue East of the Relocated Oregon Coast Highway: Beginning at elevation 12.0 at a point 42 feet right of engineer's station 29+50; thence to elevation 11.5 at a point 25 feet easterly of a point 42 feet right of engineer's station 29+50; thence to elevation 8.6 at a point 134 feet easterly of a point 42 feet right of highway engineer's station 29+50; thence to elevation 8.2 at a point 260 feet easterly of a point 42 feet right of highway engineer's station 29+50.

Second Detour Road from Intersection of Kruse Avenue with the Relocated Center Line of the Oregon Coast Highway: Beginning at elevation 14.28 at the intersection of Kruse Avenue with the relocated center line of the Oregon Coast Highway; thence to elevation 12.3 at a point 100 feet east of the intersection of Kruse Avenue and the relocated Oregon Coast Highway; thence to elevation 8.7 at a point 175 feet east of the intersection of Kruse Avenue and the relocated Oregon Coast Highway; thence to elevation 8.2 at a point 200 feet east of the intersection of Kruse Avenue and the relocated Oregon Coast Highway.

are hereby approved, and consent is hereby given to such change, and the State Highway Commission hereby is permitted to construct, reconstruct, improve, repair, and/or maintain the said streets in accordance with said grade changes.

Passed by the Common Council of the City of Marshfield, Coos County, Oregon, this 15 day of July, 1940.

BE IT FURTHER RESOLVED, that the Common Council does hereby agree, within its lawful authority but without financial obligation or liability, to cooperate with and aid the State Highway Commission in the accomplishment of such street construction, reconstruction, improvement, repair, and/or maintenance.

Attest:

John H. Butler
City Recorder

Mayor

- - - - - - - - - - - -

I hereby certify the foregoing to be a true copy of the original resolution passed by the Common Council of the City of Marshfield, Coos County, Oregon, on the 15 day of July, 1940, at the regular or special meeting of said Common Council.

Dated this 15 day of July, 1940.

John H. Butler
City Recorder

F.A.P. 172-A(3)

5-23-13
(1940)

RESOLUTION

WHEREAS, State Highway No. 9 of the State of Oregon, known as the Oregon Coast Highway, is routed through the City of Marshfield, Coos County, Oregon, a municipal corporation, and the route officially adopted for said highway by the State Highway Commission traverses the following street or streets, or avenues, of said city; to wit:

From a point 13 feet south of the intersection of South Broadway and Ingersoll Avenue; thence via a relocation of the Oregon Coast Highway to the east city limits of Marshfield

And, WHEREAS, the State Highway Commission of the State of Oregon is desirous of receiving Federal Aid for the improvement of said highway,

And, WHEREAS, the Public Roads Administration of the Federal Works Agency of the United States will not participate in the construction of said highway until and unless the said City of Marshfield will guarantee by resolution officially adopted by the City Council of said City, that no encroachments will be permitted upon the right of way of said highway within the corporate limits of said City, which will permanently obstruct or interfere with the free and convenient flow of traffic over said highway through said City; and will so regulate parking of vehicles on said streets or avenues traversed by said highway that the free, convenient and safe flow of traffic shall not be impeded; and agree not to impose unreasonable limitations of speed upon said highway, nor impose any regulations of traffic which will operate to discriminate against traffic upon said highway by giving undue preference to traffic upon other intersecting streets or avenues.

NOW THEREFORE, IT IS HEREBY RESOLVED by the Common Council of the City of Marshfield, Coos County, Oregon, that no encroachments will be permitted on the streets and avenues traversed by State Highway No. 9 of the State of Oregon, known as the Oregon Coast Highway, which will permanently or unduly interfere with the free and convenient flow of

traffic along said highway; and will so regulate the parking of vehicles along said streets and avenues as not to impede the free, convenient and safe flow of traffic; and will not impose any unreasonable limitations of speed upon said highway, nor impose any regulation of traffic upon said highway which shall unduly discriminate against traffic upon said highway by giving undue preference to traffic upon other intersecting streets or avenues.

It being understood that nothing in this resolution of agreement by the City Council shall be construed so as to prevent or impair proper police regulations and the enforcement of all existing ordinances and regulations respecting the use of streets in said City, nor to prevent such temporary obstructions to traffic as may be necessitated by the construction of water or gas mains, sewers and other public improvements, or to preclude the proper use of said highway for the placement of telephone or electric light poles or other public service facilities.

Passed by the Common Council of the City of Marshfield, Coos County, Oregon, this 15 day of July, 1940.

Attest:

John H. Butler
City Recorder

Mayor

- - - - - - - - - - - -

I hereby certify the foregoing to be a true copy of the original resolution passed by the Common Council of the City of Marshfield, Coos County, Oregon, on the 15 day of July, 1940, at the regular or special meeting of said Common Council.

Dated this 15 day of July, 1940.

John H. Butler
City Recorder

5-23-4aa

2382

July 8, 1940

Mr. John W. Butler
City Recorder
Marshfield, Oregon

Dear Sir:

We are enclosing herewith six copies of a resolution relative to encroachments and traffic, required by the Public Roads Administration where federal funds are being expended for improvements on city streets or highways within incorporated cities. We are also enclosing four copies of a grade resolution required where street improvements are being made with federal and state funds in cities.

I would appreciate it if you will present these resolutions to the City Council for approval. After they have been adopted by the Council and executed by the proper city authorities, please retain one copy of each for the city's records and mail the other copies to the Oregon State Highway Commission at Salem, attention of Oscar Cutler.

The Highway Commission expects to open bids for this project on July 18, and expects to award a contract if satisfactory bids are received. We would appreciate it if this matter can be taken up by the City Council at a special meeting, if no regular meeting is scheduled before July 18, as it will be necessary to have these resolutions adopted before a contract can be awarded.

Under separate cover, we are sending you one blueprint copy of the plans for the city's records.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

Oscar Cutler
Asst. Office Engineer

OC:MB

Encl.

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

July 2, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Federal Aid Project 172-A (3), the Marshfield-Bunker Hill Section of the Oregon Coast Highway, have today been recommended for approval, subject to final review and approval by the Commissioner of Public Roads. This is your authority to advertise for bids.

Copies of the usual city resolution covering encroachments should be forwarded with the project agreement estimate.

Very truly yours,

W. H. LYNCH
District Engineer

By

F. E. Andrews
Sr. Highway Engineer

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

July 2, 1940

RECEIVED
JUL 3 - 1940
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. & E. documents for Oregon Federal Aid Project 141-F (2), the Ingersoll Ave.-Johnson Ave. Section, Oregon Coast Highway, Marshfield, have today been recommended for approval, subject to final review and approval by the Commissioner of Public Roads. This is your authority for advertising.

Concurrence in award of contract will be withheld pending securing of the necessary right of way.

Copies of the usual town resolution covering encroachments should be forwarded with the project agreement estimate.

Very truly yours,

W. H. LYNCH
District Engineer

By F. E. Andrews
F. E. Andrews
Sr. Highway Engineer

June 28, 1940

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed seven copies of estimate and three copies of right of way statement for the Marshfield-Bunker Hill Section, Project No. FA 172-A (3).

The bid proposals and plans for this project were sent to you yesterday.

Your attention is called to the short extension of the project between Sta. 23+32 and 23+56. It is our idea that since the work is uniform, the cost of this extension can be handled by proration, with reasonable accuracy, at the time of submission of the statement of completed Federal Aid work.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dist. by J. W. Nash/ER

Encl.

Oregon State Highway Department Federal Aid Project No. 172-A (3)

MARSHFIELD-BUNKER HILL SECTION OF THE OREGON COAST HIGHWAY IN COOS COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, June 27, 1940

Inside City (Sta. 23+32 to 34+67.5)

All Required		Clearing and Grubbing		$ 130.00
20	cu. yds.	Trench Excavation	$ 1.00	20.00
3,980	cu. yds.	Excavation, Single Classif.	.30	1,194.00
3,625	yd. mi.	Truck Haul	.12	435.00
0.21	mile	Finishing Roadbed and Slopes	200.00	42.00
101	lin. ft.	8" Corr. Iron Pipe	1.00	101.00
6	only	Corr. Metal Catch Inlets	10.00	60.00
127	cu. yds.	Salvaging Surfacing Materials	.60	76.20
2,300	cu. yds.	3" - 0" Material in Base	2.00	4,600.00
185	cu. yds.	1½" - 3/4" Material in Leveling Course	2.25	416.25
150	cu. yds.	3/4" - 0" Material in Leveling Course	2.25	337.50
148	cu. yds.	½" - 0" Material in Leveling Course	2.25	333.00
131	cu. yds.	Filler	.40	52.40
131	yd. mi.	Hauling Filler	.15	19.65
5,140	sq. yds.	Portland Cement Concrete	2.10	10,794.00
440	lin. ft.	3/4" Expansion Joints	.20	88.00
2,640	lin. ft.	Contraction Joints	.03	79.20
440	lin. ft.	Dowels	.20	88.00
10,100	lbs.	Tie Bars and Reinforcement	.06	606.00
125	cu. yds.	Mineral Aggregate in Place	4.00	500.00
15	tons	Asphalt in Place	35.00	525.00
82	tons	Class "A" Concrete	6.50	533.00
15	tons	Cutback Asphalt Wearing Surface	6.50	97.50
		Subtotal		$ 21,127.70
		10% Engr. & Cont.		2,112.77
		Total		$ 23,240.47

Length 0.215 mile

Cost per mile $ 108,095.20

Outside of City (Sta. 39+01.5 to 42+60.8)

All Required		Clearing and Grubbing		$ 50.00
15	cu. yds.	Trench Excavation	$ 1.00	15.00
2,900	cu. yds.	Excavation, Single Classif.	.30	870.00
975	yd. mi.	Truck Haul	.12	117.00
.07	mile	Finishing Roadbed and Slopes	200.00	14.00
59	lin. ft.	8" Corr. Iron Pipe	1.00	59.00
2	only	Corr. Metal Catch Inlets	10.00	20.00
173	cu. yds.	Salvaging Surfacing Materials	.60	103.80
730	cu. yds.	3" - 0" Material in Base	2.00	1,460.00
65	cu. yds.	1½" - 3/4" Material in Leveling Course	2.25	146.25
65	cu. yds.	3/4" - 0" Material in Leveling Course	2.25	146.25
47	cu. yds.	½" - 0" Material in Cushion Course	2.25	105.75
43	cu. yds.	Filler	.40	17.20
43	yd. mi.	Hauling Filler	.15	6.45
1,660	sq. yds.	Portland Cement Concrete Pavement	2.10	3,486.00
140	lin. ft.	3/4" Expansion Joints	.20	28.00
880	lin. ft.	Contraction Joints	.03	26.40
140	only	Dowels	.20	28.00
7,030	lbs.	Tie Bars and Reinforcement	.06	421.80
45	cu. yds.	Mineral Aggregate in Place	4.00	180.00
5	tons	Asphalt in Place	35.00	175.00
26	tons	Class "A" Asphaltic Concrete	6.50	169.00
5	tons	Cutback Asphalt Wearing Surface	6.50	32.50
			Subtotal	$ 7,677.40
			10% Engr. & Cont.	767.74
			Total	$ 8,445.14

Length .068 mile
Cost per mile $ 124,193.23

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	F.A. Funds	State Funds
Inside City	$ 23,240.47	$ 14,178.00	$ 9,062.47
Outside City	8,445.14	5,152.00	3,293.14
	$ 31,685.61	$ 19,330.00	$ 12,355.61

MARSHFIELD-BUNKER HILL SECTION

PROJECT NO. FA 172-A (3)

All necessary right of way has been acquired for this project.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

June 27, 1940

June 27, 1940

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed seven copies of estimate and three copies of right of way statement to accompany plans and specifications for the Ingersoll Ave.-Johnson Ave. Section, Project No. FA 141-F (2).

Ten bid proposals and five sets of blueprint plans are being sent under separate cover.

The plans and estimate for Project No. FA 172-A (3), also included in the proposed work, will be sent to you tomorrow.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department Federal Aid Project No. 141-F (2)

INGERSOLL AVE.-JOHNSON AVE. (MARSHFIELD) SECTION

OF THE OREGON COAST HIGHWAY IN COOS COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, June 27, 1940

(Sta. 17+39 to 23+32)

All Required		Clearing and Grubbing		$ 70.00
25	cu. yds.	Trench Excavation	$ 1.00	25.00
670	cu. yds.	Excavation, Single Classif.	.30	201.00
0.11	mile	Finishing Roadbed and Slopes	200.00	22.00
770	sq. yds.	Removal of Sidewalks	.20	154.00
1,200	lin. ft.	Removal of Curbs	.10	120.00
20	lin. ft.	Pavement Cutting	2.00	40.00
70	lin. ft.	6" Sewer Pipe	.75	52.50
30	lin. ft.	8" Sewer Pipe	1.00	30.00
1	only	Adjusting Manholes	30.00	30.00
5	only	Removal of Catch Basins	5.00	25.00
5	only	Concrete Catch Basins	20.00	100.00
60	cu. yds.	Concrete Curb and Gutters	20.00	1,200.00
550	sq. yds.	Concrete Sidewalks	1.50	825.00
80	sq. yds.	Concrete Driveway Aprons	2.00	160.00
400	cu. yds.	3" - 0" Material in Base	2.00	800.00
54	cu. yds.	3/4" - 0" Material in Leveling Course	2.25	121.50
40	cu. yds.	½" - 0" Material in Cushion Course	2.25	90.00
20	cu. yds.	Filler	.40	8.00
20	yd. mi.	Hauling Filler	.15	3.00
80	lin. ft.	3/4" Expansion Joints	.20	16.00
20	only	Dowels	.20	4.00
1,050	lbs.	Tie Bars and Reinforcement	.06	63.00
1,300	sq. yds.	Portland Cement Concrete Base	2.00	2,600.00
297	tons	Class "A" Asphaltic Concrete	6.50	1,930.50
140	tons	Class "B" Asphaltic Concrete	6.50	910.00
208	tons	Cutback Asphalt Wearing Surface	6.50	1,352.00
			Subtotal	$ 10,952.50
			10% Engr. & Cont.	1,095.25
			Total	$ 12,047.75

Length	0.112 mile
Cost per mile	$ 107,569.19

Federal Aid Funds- -	$ 7,350.00
State Funds- -	4,697.75
	$ 12,047.75

[illegible]

[illegible]

While negotiations for right of way are in progress, the parcel has not been acquired, nor has the right to occupy and use the [illegible] been [illegible], but it is now believed that all necessary right of way can be made [illegible] available within [illegible] days.

[illegible]
State Highway Engineer

By

[illegible] Probert
[illegible] Engineer

[illegible]

INGERSOLL AVE.-JOHNSON AVE. SECTION

PROJECT NO. FA 141-F (2)

While negotiations for right of way are in progress, one parcel has not been acquired, nor has the right to occupy and use this parcel been secured, but it is now believed that all necessary right of way can be made fully available within fifteen days.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

June 27, 1940

INGERSOLL AVE.-JOHNSON AVE. (MARSHFIELD) SECTION

PROJECT NO. FA 141-F (2)

All necessary right of way has been acquired for this project.

R. H. BALDOCK
Chief Engineer

By

J. W. Nash
Asst. Office Engineer

September 23, 1940

5-23-~~[illegible]~~

J. Stanley Emery
[illegible]
MAYOR
JOHN W. BUTLER
RECORDER
R. J. HILLSTROM
COUNCIL PRES.

COMMITTEE CHAIRMEN
Finance
R. J. Hillstrom
Fire and Water
Mrs. J. T. Brand
Streets and Parks
C. L. Brown
Properties, Wharf, Waterfront
Robert Marsden, Jr.
Public Health and Safety
Joseph A. Larson
Light
Arnold J. Spaniol

THE CITY OF MARSHFIELD
A Municipal Corporation of Coos County and State of Oregon

Incorporated
1874

DEPARTMENT OFFICIALS
Attorney
J. W. McInturff
Treasurer
Ruth Hoagland
Health Officer
Donald M. Long, M.D.
City Engineer and Inspector
E. K. Burton
Chief, Fire Dept.
P. J. Shepherd
Chief of Police
Mathew D. Coy

January 11, 1939

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Attention: Mr. Oscar Cutler,
Asst. Office Engineer.

Dear Sir:

The City Council, at its regular meeting Monday, January 9th, passed the resolution you sent them, approving and consenting to grade changes at the various street intersections with the State Highway No. 9 in the South portion of the city.

We were not familiar with the proposed elevations until we read them in the resolution forms you recently sent us. We were under the impression that the grade, running from a slight raise in elevation at Johnson Avenue to the South city limits, would reach an elevation at the South city limits five or six feet lower than the 19.90 mentioned in the resolution.

The Council feels that the property abutting the highway would be of more value if the grade could be at the lower elevation as originally planned by your engineers, and instructed me to inquire of you whether or not it would be possible for you to construct at the lower elevation. They passed the resolution as requested, as they do not intend to hamper your operations in any manner, but they would appreciate your holding this grade as low as you found practical.

Thanking you for your consideration of this matter, I am,

Very truly yours,

E. K. Burton

City Engineer.

EKB:AP

S-23-~~3dd~~

January 12, 1939

Mr. E. K. Burton
City Engineer
Marshfield, Oregon

Dear Sir:

I wish to acknowledge receipt of your letter of January 11, enclosing executed copies of grade resolutions and encroachment resolutions.

Reference is made to the second and third paragraphs of your letter relative to grade elevations. I discussed this matter with the Construction Department and found that the elevations as established were made necessary by the requirements of the U. S. Army Engineers.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

Oscar Cutler
Asst. Office Engineer

OC:MK

cc Mr. H. G. Smith

Ore Coast Hwy - Marshfield

-3 D

1/11/39.

Elevations finished grade (Top of future pavement) at Street intersections.

Street	Sta ℄ Intersection	Finish Grade @ ℄	
Johnson	23+04 (Scaled)	8.96	U.S.C.+G.S Datum
First	28+68 "	13.30	
Kruse	29+87 "	14.26	
Front	32+13 "	16.09	
Approx. City Limit	37+95 "	19.90	

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Broadway

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the Oregon Coast Highway intersects the south city limits of Marshfield

And, WHEREAS, the State Highway Commission of the State of Oregon is desirous of receiving Federal Aid for the improvement of said highway,

And, WHEREAS, the State Highway Commission of the State of Oregon has caused a survey to be made, and plans prepared for the improvement of the State Highway traversing the street or streets, or avenues, or roads, as described herein,

And, WHEREAS, if said proposed street improvement is carried out, the work will be done pursuant to a grade or grades fixed and established by the Highway Commission,

And, WHEREAS, the grade or grades and elevations to which the proposed improvement will be made are indicated upon the maps and plans prepared for the proposed improvement which are on file in the office of the Oregon State Highway Commission, at Salem, Oregon, copies of which have been submitted to the city for its record and for its approval, said grades being as follows, to wit:

Description of center line grade, U. S. C. & G. S. datum: Beginning at grade elevation 8.96, at the intersection of the center line of a reloca-

5-33-3D

1/11/39.

RESOLUTION

WHEREAS, State Highway No. 9 of the State of Oregon, known as the Oregon Coast Highway, is routed through the City of Marshfield, Coos County, Oregon, a municipal corporation, and the route officially adopted for said highway by the State Highway Commission traverses the following street or streets, or avenues, or roads, of said city; to wit: A relocation of the Oregon Coast Highway, from a point approximately 300 feet north of the intersection of Broadway South and Johnson Avenue to a point where the relocated center line of the Oregon Coast Highway intersects the south city limits of Marshfield

And, WHEREAS, the State Highway Commission of the State of Oregon is desirous of receiving Federal Aid for the improvement of said highway,

And, WHEREAS, the State Highway Commission of the State of Oregon has caused a survey to be made, and plans prepared for the improvement of the State Highway traversing the street or streets, or avenues, or roads, as described herein,

And, WHEREAS, if said proposed street improvement is carried out, the work will be done pursuant to a grade or grades fixed and established by the Highway Commission,

And, WHEREAS, the grade or grades and elevations to which the proposed improvement will be made are indicated upon the maps and plans prepared for the proposed improvement which are on file in the office of the Oregon State Highway Commission, at Salem, Oregon, copies of which have been submitted to the city for its record and for its approval, said grades being as follows, to wit:

Description of center line grade, U. S. C. & G. S. datum: Beginning at grade elevation 8.96, at the intersection of the center line of a reloca-

tion of the Oregon Coast Highway with the center line of Johnson Avenue; thence to grade elevation 13.30 at the intersection of the center line of a relocation of the Oregon Coast Highway with the center line of South First Street; thence to grade elevation 14.26 at the intersection of the center line of a relocation of the Oregon Coast Highway with the center line of Kruse Avenue; thence to grade elevation 16.09 at the intersection of the center line of a relocation of the Oregon Coast Highway with the center line of South Front Street; thence to grade elevation 19.90 at a point where the center line of a relocation of the Oregon Coast Highway intersects the south city limits of Marshfield

And, WHEREAS, pursuant to Chapter 88, Oregon Laws 1931, it is required that as a condition precedent to the change of the grade of any such street by the Commission, such grade change shall be consented to by the city.

NOW THEREFORE, IT IS HEREBY RESOLVED by the Common Council of the City of Marshfield, Coos County, Oregon, that the grades established by the State Highway Commission for the proposed improvement of the street or streets, or avenues, or roads, as described herein and which are traversed by State Highway No. 9 of the State of Oregon, known as the Oregon Coast Highway, the plans for which proposed improvement are on file in the office of the State Highway Commission at Salem, Oregon, and a copy or copies of which are on file in the records of the city, said grades being as follows, to wit:

Description of center line grade, U. S. C. & G. S. datum: Beginning at grade elevation 8.96, at the intersection of the center line of a reloca-

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tion of the Oregon Coast Highway with the center line of Johnson Avenue; thence to grade elevation 13.30 at the intersection of the center line of a relocation of the Oregon Coast Highway with the center line of South First Street; thence to grade elevation 14.26 at the intersection of the center line of a relocation of the Oregon Coast Highway with the center line of Kruse Avenue; thence to grade elevation 16.09 at the intersection of the center line of a relocation of the Oregon Coast Highway with the center line of South Front Street; thence to grade elevation 19.90 at a point where the center line of a relocation of the Oregon Coast Highway intersects the south city limits of Marshfield

are hereby approved, and consent is hereby given to such change, and the State Highway Commission hereby is permitted to construct, reconstruct, improve, repair, and/or maintain the said streets in accordance with said grade changes.

Passed by the Common Council of the City of Marshfield, Coos County, Oregon, this 9th day of January, 1939.

BE IT FURTHER RESOLVED, that the Common Council does hereby agree, within its lawful authority but without financial obligation or liability, to cooperate with and aid the State Highway Commission in the accomplishment of such street construction, reconstruction, improvement, repair, and/or maintenance.

Attest:

Mayor

John H. Butler
City Recorder

R

I hereby certify the foregoing to be a true copy of the original resolution passed by the Common Council of the City of Marshfield, Coos County, Oregon, on the 9th day of January, 1939, at the regular meeting of said Common Council.

Dated this 11th day of January, 1939.

John H. Butler
City Recorder

5-23- B

RESOLUTION

WHEREAS, State Highway No. 9 of the State of Oregon, known as the Oregon Coast Highway, is routed through the City of Marshfield, Coos County, Oregon, a municipal corporation, and the route officially adopted for said highway by the State Highway Commission traverses the following street or streets, or avenues, of said city; to wit: A relocation of the Oregon Coast Highway, from a point approximately 300 feet north of the intersection of Broadway South and Johnson Avenue to a point where the relocated center line of the Oregon Coast Highway intersects the south city limits of Marshfield

And, WHEREAS, the State Highway Commission of the State of Oregon is desirous of receiving Federal Aid for the improvement of said highway,

And, WHEREAS, The Bureau of Public Roads of the Department of Agriculture of the United States will not participate in the construction of said highway until and unless the said City of Marshfield will guarantee by resolution officially adopted by the City Council of said City, that no encroachments will be permitted upon the right-of-way of said highway within the corporate limits of said City, which will permanently obstruct or interfere with the free and convenient flow of traffic over said highway through said City; and will so regulate parking of vehicles on said streets or avenues traversed by said highway that the free, convenient and safe flow of traffic shall not be impeded; and agree not to impose unreasonable limitations of speed upon said highway, nor impose any regulations of traffic which will operate to discriminate against traffic upon said highway by giving undue preference to traffic upon other intersecting streets or avenues.

NOW THEREFORE, IT IS HEREBY RESOLVED by the Common Council of the City of Marshfield, Coos County, Oregon, that no encroachments will be permitted on the streets and avenues traversed by State Highway No. 9 of the State of Oregon, known as the Oregon Coast Highway, which will permanently or unduly interfere with the free and convenient flow of traffic along said highway; and will so regulate the parking of vehicles along said streets and avenues as not to impede the free, convenient and safe flow of traffic; and will not impose any unreasonable limitations of speed upon said highway, nor impose any regulation of traffic upon said highway which shall unduly discriminate against traffic upon said highway by giving undue preference to traffic upon other intersecting streets or avenues.

It being understood that nothing in this resolution of agreement by the City Council shall be construed so as to prevent or impair proper police regulations and the enforcement of all existing ordinances and regulations respecting the use of streets in said City, nor to prevent such temporary obstructions to traffic as may be necessitated by the construction of water or gas mains, sewers and other public improvements, or to preclude the proper use of said highway for the placement of telephone or electric light poles or other public service facilities.

Passed by the Common Council of the City of Marshfield, Coos County, Oregon, this 9th day of January, 1939.

Attest:

Mayor

John W. Butler
City Recorder

- - - - - - - - - - - - - - -

I hereby certify the foregoing to be a true copy of the original resolution passed by the Common Council of the City of Marshfield, Coos County, Oregon, on the 9th day of January, 1939, at the regular meeting of said Common Council.

Dated this 11th day of January, 1939.

John W. Butler
City Recorder

5-23-30a

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January 3, 1939

Mr. John W. Butler
City Recorder
Marshfield, Oregon

Dear Sir:

We are enclosing herewith six copies of a resolution form relative to encroachments and traffic, required by the Federal Government where improvements are being made on State highways within municipalities, where Federal funds are being expended.

This resolution covers the proposed relocation of the Oregon Coast Highway from a point approximately 300 feet north of the intersection of South Broadway and Johnson Street to the intersection of the Oregon Coast Highway with the south city limits of Marshfield.

There are also enclosed four copies of grade resolution indicating where grade changes are contemplated from the intersection of the proposed relocation of the Oregon Coast Highway with Johnson Street to the intersection of the proposed relocation of the Oregon Coast Highway with the south city limits of Marshfield.

Will you please present these resolutions to the City Council for adoption, and, after they have been executed, retain one copy of each resolution for the city's records and mail the other copies to the Oregon State Highway Commission, attention of Oscar Cutler, at Salem, Oregon.

It is expected that this project will be advertised at an early date. I would, therefore, appreciate as early action as possible. A blueprint showing the proposed project will be sent you within a few days.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

Oscar Cutler
Asst. Office Engineer

OC:MB
Encl.

CONTRACT [redacted] 2383

2-4202 Lincoln Co. Line-Alsea Mountain Sec.
Alsea Highway 1940
#2383

R

RECEIVED
OCT 11 1941
FOR FILING

2-[illegible]

October 10, 1941

Mr. F. C. Dillard
990 E. 21st Avenue
Eugene, Oregon

Dear Sir:

The State Highway Commission, at its meeting on July 24, 1941, granted you the extension of time requested, from May 31 to June 15, 1941, without penalty, in connection with contract No. 2383, for furnishing crushed materials in stock pile for the Lincoln County Line-Alsea Mountain Section of the Alsea Highway, in Benton County.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

RS

cc - F. D. Mason

2-4202

R

RECEIVED SEP 15 1941 FOR FILING

NOTED
Highway Engineer

FINAL COST ANALYSIS
Lincoln Co. Line-Alsea Mountain Sec.
The Alsea Highway in Benton County

Contract No. 2383
F. C. Dillard, Contractor

Prefix 2-4202
S. F. Walters, Resident Engineer

Item	Cost	Quantity	Unit	Unit Cost	Unit Bid	Gross Revenue
3/4"-½" Cr. Mat'l in Stockpile	$5,871.87	4,090.9	Cu. Yd.	$1.435	$1.49	$6,095.44
½"-¼" " " "	3,369.23	2,347.3	" "	1.435	1.49	3,497.48
¼"-0 " " "	2,153.05	1,500.0	" "	1.435	1.49	2,235.00
Haul Adjustment	189.50	2,707.1	Yd. Mi.	0.07	0.08	216.57
¼"-0 Screen Rejection	131.73	526.9	Cu. Yd.	0.25	0.25	131.73
Haul " "	29.51	421.5	Yd. Mi.	0.07	0.08	33.72
PA #1: 1"-0 Screen Rejection	12.50	50.0	Cu. Yd.	0.25	0.25	12.50
Haul Screen Rejection	33.25	475.0	Yd. Mi.	0.07	0.08	38.00
PA #2: 1¼"-3/4" Cr. Mat'l in Stockpile	242.86	169.2	Cu. Yd.	1.435	1.49	252.11
PA #3: 1"-0 Screen Rejection (No Haul)	177.38	709.5	" "	0.25	0.25	177.38
Cr. Maint. Mat'ls. (No Haul)	937.75	987.1	" "	0.95	1.205	1,189.46
Extra Work Order No. 1: Clear & Grub Stockpile Site	174.71	All	All	174.71	191.19	191.19
Purchase Order 12727: Cr. Maint. Mat'ls. in Stockpile	944.83	533.8	Cu. Yd.	1.77	2.10	1,120.98
Purchase Order 14423: 1"-0 Screen Rejection in Stockpile	711.36	2,223.0	" "	0.32	0.40	889.20
Emer. Purch. Req. 26601,2,3: Cr. Mat'ls in Stockpile	104.78	73.0	" "	1.435	1.49	108.77
Total Contract & Maint. Materials						$16,189.53

Lincoln Co. Line-Alsea Mt. Sec. Cost Analysis.

Item	Cost	Quantity	Unit	Unit Cost	Unit Bid	Gross Revenue
Benton Co. Purchase:						
1"-0 Screen Rejection	$1,103.50	4,414.0	Cu. Yd.	$0.25	$0.25	$1,103.50
Total State & County	16,187.81					17,293.03

Gross Revenue	$17,293.03
Total Cost	16,187.81
Net Profit	$1,105.22

Net Profit Equals 6.4% of Gross Revenue

Lincoln Co. Line-Alsea Mountain

Detail of Cost

Labor:		
Supervision	$766.00	
Labor	3,682.07	
State Industrial Accident Insurance	266.88	
Social Security & Unemployment Ins.	177.92	
		$4,892.87
Materials:		
Royalty on Gravel ($0.05 per Cu. Yd.)	$881.24	
		881.24
Equipment Rental & Misc. Supplies:		
Equipment Rental	$4,809.55	
Gasoline, Oil & Grease	1,339.50	
Hardware	223.40	
Cable	69.78	
Lumber	274.73	
Explosives	20.20	
Screens	586.93	
Freight	57.00	
Office & Overhead Expense	604.88	
Bond	89.40	
		8,075.37
Sub-Contract on Hauling & Stockpiling:		
Total Sub-Contract	$2,338.33	
		2,338.33
Total Cost		$16,187.81

Lincoln Co. Line-Alsea Mountain Sec.

Analysis of Costs

Item	Cost	Quantity	Unit	Unit Cost
Move In & Set Up	$1,347.70	17,624.7	Cu. Yd.	$0.076
Royalty	881.24	"	" "	0.050
Strip Pit	509.29	"	" "	0.029
Drag to Crusher	2,500.80	"	" "	0.142
Crushing	6,833.39	"	" "	0.388
Overhead Expense	694.28	"	" "	0.039
Cost in Bunker	$12,766.70	17,624.7	Cu. Yd.	$0.724
Stockpiling	596.34	12,574.2	" "	0.047
Hauling Cr. Gravel	2,650.06	37,915.20	Yd. Mi.	0.070
Prepare Stockpile Site	174.71	1	Only	174.71

Summary of Materials Produced

1¼"-3/4" Crushed Gravel		169.2	Cu. Yds.
3/4"-½"	" "	4,090.9	" "
½"-¼"	" "	2,347.3	" "
¼"-0	" "	2,026.9	" "
Misc. Maint. Mat'ls. Crushed		1,593.9	" "
1"-0 Scalping Material		7,396.5	" "
Total		17,624.7	Cu. Yds.

Lincoln Co. Line-Alsea Mountain
Rock Production

REMARKS:

This contract, a "State Project", for the furnishing of crushed gravel in stockpiles was bid and awarded November 12, 1940. Work on this project began February 10, 1941, and it was completed June 12, 1941.

The plant was set up on the Malone bar which is located in the Alsea River 1/4-mile south of the Alsea Highway at M.P. 40.7. The set-up was completed and production under way on March 14, 1941.

The crushing plant consisted of 1 - 9" x 36" Wheeling crusher, 1 - 18" Telesmith intercone crusher, 1 - 24" Symons disc crusher, 2 - 42 h.p. John Deere semi-diesel engines, 1 - 3' x 8' vibratory screen, 1 - 3' x 10' vibratory screen, 1 pan feeder, 1 - 1½ cu. yd. dragline bucket, 1 - 80 h.p. Waukesha engine, 1 - 30 cat and dozer, 1 set of logging drums, 1 - 3" centrifugal pump. This plant operated a total of 784 hours and produced 10,228.2 cu. yds. of crushed maintenance material, an average of 13.05 cu. yds. per hour; and 7,396.5 cu. yds. of scalping material, an average of 9.43 cu. yds. per hour. Of the total material handled, approximately 42% came out in the scalping operation; however, this did not hurt the contractor financially because he was able to sell approximately all of this material. The low production rate was due to frequent breakdowns due to old equipment and the lack of adequate supervision.

The gravel bar ran approximately 9' deep, and the average drag was 200', but during the last week of crushing operations the bar was practically exhausted and a small 3/8 cu. yd. shovel unit was brought in to finish the loading of the pit material, and this material was hauled to the crusher with 2 - 1½-ton trucks.

The contractor was very fortunate in that he was able to sell all of his scalping material. If he had not been able to do this the contract as a whole would have resulted in a loss for the contractor instead of a fair profit.

E. H. Clymer
Cost Analyst

By . . A. C. Vincent

RECEIVED
AUG 27 1941
FOR FILING

2-4202

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August 26, 1941

Great American Indemnity Company
Harvey Wells-Reed Insurance Agency
Failing Bldg.
Portland, Oregon

Gentlemen:

You are hereby notified that State Highway contract No. 2383 for work on the Lincoln County Line-Alsea Mountain Section of the Alsea Highway, in Benton County, has been completed by the contractor, F. C. Dillard, and that final settlement will be made on or after September 4, 1941.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is served upon you since you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractor in connection with this contract will be $14,070.58, including final payment, of which $191.19 is for force account work. This contract was completed on June 12, 1941, and accepted by the Commission on July 24, 1941

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

NOTED
D DeSart

RS

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RECEIVED
JUL 14 1941
FOR FILING

2-4202

July 12, 1941

Great American Indemnity Company
Harvey Wells-Reed Insurance Agency
Failing Building
Portland, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to F. C. Dillard, 900 E. 21st Avenue, Eugene, Oregon, on Contract No. 2383, Lincoln County Line-Alsea Mountain Section, Alsea Highway, Benton County. This payment in the amount of $2,608.82, will be made on or after July 21, 1941. The retained percentage is $750.00.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Kindly acknowledge receipt of this letter.

Yours very truly,

GA

Secretary

Form E-1-5M-10-40

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 14, 1941

Section Lincoln Co. Line-Alsea Mt.

Kind of work Rock Production

Highway Alsea

Section prefix 2-4202

Contractor F.C.Dillard

Contract number 2383

Date of contract Nov. 12, 1940

Date of completion May 31, 1941

Date work started Feb. 10, 1941

Estimated date of completion June 12, 1941

Amount of contract $ 11,920.00

Per cent of time elapsed 106 %

Estimated cost of completed project, exclusive of engineering $ 14,700.00

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date, $ 775.00, 6.5 %

Date project was completed June 12, 1941

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Bar exhausted as of June 12, and contractor closed down. Started remeasuing stockpiles Friday and will complete and final out next week, providing contractors returns some eight payrolls that are delinquent and that he submits his force account bills.

NOTED
PAY WE

RECEIVED
JUN 16
OFFICE OF
CONSTRUCTION ENGINEER

Signed Waller

Address Corvallis

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project			22991		
Miles partially completed					
Miles completed			22.91		
Total estimated quantities			8,000		
Estimated quantities moved or placed to date			9,300		
Average daily quantities			108		
Average daily quantities necessary to complete project on time			complete		
Number shifts per day			1		
Hours per shift			8		
Average force on project for week			9		

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants 1,

Compressors ...., Bulldozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday	"		

RECEIVED
DEC 4 1940
FOR FILING

2-4202

December 3, 1940

Mr. F. G. Dillard
990 E. 21st Ave.
Eugene, Oregon

Dear Sir:

By express we are forwarding to you a fully executed copy of contract No. 2383, awarded to you on November 12, 1940, for furnishing 8,000 cubic yards of crushed material in stock piles, on the Lincoln County Line-Alsea Mountain Section of the Alsea Highway, in Benton County.

This copy is for your records and files.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

RS

RECEIVED
DEC 4 1940
FOR FILING

2-4202

December 3, 1940

Great American Indemnity Co.
Harvey Wells-Reed Ins. Agency
Failing Building
Portland, Oregon

Gentlemen:

We are sending to you today by express a fully executed copy of contract No. 2383, which was awarded to F. C. Dillard on November 12, 1940, for furnishing 8,000 cubic yards of crushed material in stock piles on the Lincoln County Line-Alsea Mountain Section of the Alsea Highway in Benton County.

This copy is being sent to you since you appear as surety on the bond and is for your records and files.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

RS Secretary

RECEIVED
NOV 1 1940

2-4202

November 15, 1940

Mr. F. G. Dillard
990 East 21st Avenue
Eugene, Oregon

Dear Sir:

We are sending you today by express four copies of Contract No. 2383 which was awarded to you on November 12 by the State Highway Commission covering the furnishing of crushed materials in stock piles on the Lincoln County Line-ALSEA Mountain Section of the Alsea Highway, in Benton County.

Kindly execute all four copies of this contract as to agreement and bond and return them to this office for approval by the State Highway Commission. When this has been done a fully executed vopy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 6 (page 15) of the printed General Provisions, relating to the Workmen's Compensation Act. You are expected to accept the terms of this act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the paragraph on the same page, relating to payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

MBL

NOTED
D. G. DeSart

FOR FILING

November 14, 1940

Mr. F. C. Dillard
990 East 21st Ave.
Eugene, Oregon

Dear Sir:

The State Highway Commission on November 12, 1940, awarded you the contract for furnishing approximately 8,000 cu. yds. crushed rock or crushed gravel in stock piles on the Lincoln County Line-Alsea Mountain Rock Production Project on the Alsea Highway, in Benton County. This award was based on your low bid of $11,920 submitted on that date.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AM

cc - S. H. Probert
G. S. Paxson

CONTRACT#2384

180-A-2 Hug Point-Manzanita Sec., 1940
Oregon Coast Hwy.
#2384

RECEIVED
MAR 27 1945
FOR FILING

Stencil No. 124

180-A-2

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

March 24, 1945

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon SN-FAP 180-A(2)
Hug Point-Arch Cape Section
Oregon Coast Highway.

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the modified project agreement and certificate for the above-numbered project.

Very truly yours,

W. H. LYNCH
Division Engineer

By L J Caufield
L. J. Caufield
Sr. Highway Engineer

Encl.

RECEIVED
MAR 28 1945
OREGON
STATE HIGHWAY COMMISSION

Jm

NG4pw-11268

Section A(2)
Oregon Federal Aid Project No. SN-FAP 180.

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on June 13, 1941 by the Oregon State Highway Commission, and on July 19, 1941 by the Federal Works Administrator, the said parties entered into an agreement for the improvement of that certain highway described therein and designated as Oregon Federal Aid Project No. SN-FAP 180, Section A(2); and

WHEREAS, said project is located on the strategic network of highways and under construction during the period of the emergency declared by the President on May 27, 1941; and

WHEREAS, the Highway Department has requested an increase in the Federal share payable on account of said project as authorized in section 4 of the Defense Highway Act of 1941, approved November 19, 1941 (Pub. Law No. 295 - 77th Cong.), and has requested that the Federal funds approved and set aside to the credit of the project be increased from $10,730.00 to $12,720.00.

NOW, THEREFORE, it is hereby mutually agreed by and between the said State Highway Department and the Administrator that the estimate be revised in the manner above indicated and that said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Administrator has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of twelve thousand, seven hundred twenty and 00/100 dollars ($12,720.00) as the share of the United States payable under said act on account of Section A(2) of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof;"

Article IV shall read:

"Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section A(2) of said project shall not in any event exceed the sum of twelve thousand, seven hundred twenty and 00/100 dollars ($12,720.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of seventeen thousand, five hundred eighty-one and 41/100 dollars ($17,581.41), the approved total estimated cost of Section A(2) of said project."

Except as herein specifically modified the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

IN WITNESS WHEREOF the parties have hereunto affixed their signatures, the Highway Department on February 23 1945, and the Administrator on MAR - 9 1945.

OREGON STATE HIGHWAY COMMISSION

By T H Banfield
Chairman, State Highway Commission

By Arthur W. Schaupp
Member, State Highway Commission

By ____________
Member, State Highway Commission

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

FEDERAL WORKS ADMINISTRATOR,

By W.J.O'Leary
Acting Commissioner of Public Roads

Oregon Federal Aid Project No. SM-FAP 180,
Section A(2).

Article IV shall read:

"Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section A(2) of said project shall not in any event exceed the sum of twelve thousand, seven hundred twenty and 00/100 dollars ($12,720.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of seventeen thousand, five hundred eighty-one and 41/100 dollars ($17,581.41), the approved total estimated cost of Section A(2) of said project."

Except as herein specifically modified the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

IN WITNESS WHEREOF the parties have hereunto affixed their signatures, the Highway Department on February 23 1945, and the Administrator on MAR - 9 1945.

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION

By T H Banfield
Chairman, State Highway Commission

By Arthur
Member, State Highway Commission

By
Member, State Highway Commission

FEDERAL WORKS ADMINISTRATOR,

By
Acting Commissioner of Public Roads

Approved

Oregon Federal Aid Project No. SM-FAP 180, Section A(2).

Form PR. 3—Revised

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Agency as Federal Aid Project No. [illegible]-FAP 100-A(2) State of Oregon

Second. That in accordance with said provisions I have approved the sum of $ 17,581.41 in lieu of the $10,730.00 approved by Certificate dated July 19, 1941 as the total estimated cost of said project, and the sum of $ 12,720.00 / as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this .... day of .... one thousand nine hundred and MAR - 9 1945

Federal Works Administrator,

By ....
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 10—10130

RECEIVED
FOR FILING
180 A-(2)

February 27, 1945

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing herewith two signed copies of project agreement for the Hug Point-Arch Cape Section, Project No. 180 A (2).

Very truly yours,

C. B. McCullough
Assistant State Highway Engineer

Encl.

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

February 20, 1945

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed modified project agreement for signature and return to this office for Oregon SN-FAP 180-A(2), Hug Point-Arch Cape Section of the Oregon Coast Highway.

Enclosed also is an approved copy of the detail estimate upon which the agreement was based, ~~together with approved copy of specifications~~

Very truly yours,

W. H. LYNCH
Division Engineer

By LJCaufield
L. J. Caufield
Sr. Highway Engineer

Encls.

RECEIVED
FEB 21 1945
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JAN 26 1945
FOR FILING

FAP 180-A (2)

January 17, 1945

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing herewith seven copies of estimate as basis for modified agreement for the Hug Point-Arch Cape Section, Project No. SM-FAP 180-A (2).

Very truly yours,

R. H. Baldock
State Highway Engineer

Dictated by J. W. Nash/GS

Encl.

Oregon State Highway Department

Federal Aid Project
No. ER-FAP 180-A (2)

HUG POINT-ARCH CAPE SECTION OF THE
OREGON COAST HIGHWAY IN CLATSOP COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, February 2, 1944

Work Performed to May 27, 1941

23	cu. yds.	Trench Excavation	$ 1.00	$ 23.00
140	lin. ft.	6" Perforated Corr. Metal Pipe	.95	133.00
15	lin. ft.	18" Concrete Pipe	2.30	34.50
25	cu. yds.	Rock or Gravel Backfill in Drains	2.50	62.50
5,700	tons	3" - 0" Rock in Base	.40	2,280.00
34,000	ton mi.	Hauling Base and Shoulder Materials	.08	2,720.00
3,000	cu. yds.	Mineral Aggregate on Hand in Stockpile	.50	1,500.00
			Subtotal	$ 6,753.00
			10% Engr. & Cont.	675.30
			Total	$ 7,428.30

Work Performed Subsequent to May 27, 1941

200	cu. yds.	Slide Removal Excavation, Unclassified	$ .25	$ 50.00
200	yd. mi.	Truck Haul	.12	24.00
20	lin. ft.	6" Perforated Corr. Metal Pipe	.95	19.00
27	lin. ft.	18" Concrete Pipe	2.30	62.10
4,800	tons	1½" - 0" Rock in Base and Shoulders	.36	1,728.00
7,000	ton mi.	Hauling Base and Shoulder Materials	.08	560.00
120	M-gals.	Sprinkling	1.00	120.00
1.70	miles	Preparation of Base	50.00	85.00
3,100	tons	Furnishing and Placing Aggregates	1.35	4,185.00
154	tons	Furnishing and Placing 121-150 Asphalt	22.50	3,465.00
24	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	18.00	432.00
				$10,730.10
3,000	cu. yds.	Mineral Aggregate on Hand in Stockpile	.50	Cr. 1,500.00
			Subtotal	$ 9,230.10
			10% Engr. & Cont.	923.01
			Total	$10,153.11

Length of Project	1.698 miles
Cost per mile	$10,354.18

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	Federal Aid Funds	State Funds
Work Prior to May 27, 1941	$ 7,428.30	$ 4,530.00	$2,898.30
Work Subsequent to May 27, 1941	10,153.11	8,190.00	1,963.11
	$17,581.41	$12,720.00	$4,861.41

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

RECEIVED
MAR 28 1942
FOR FILING

180-A2

March 27, 1942

United Pacific Insurance Co.
Jo Stroyan, Agent
Board of Trade Building
Portland, Oregon

Gentlemen:

You are hereby notified that State Highway contract No. 2384 for work on the Hug Point-Manzanita Section of the Oregon Coast Highway, in Clatsop and Tillamook Counties, has been completed by the Rogers Construction Company, and that final settlement will be made on or after April 6, 1942.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you since you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractor in connection with this contract will be $161,211.91, including final payment, of which $8,054.68 is for force account work. This contract was completed on August 15, 1941, and accepted by the Commission October 17, 1941.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

[illegible]

NOTED
D. DeSart

R

RECEIVED
DEC 12 1941
FOR FILING

180-A-2

December 11, 1941

United Pacific Insurance Co.
Je Stroyan, Agent
Board of Trade Building
Portland, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Rogers Construction Company, on Contract No. 2384 covering surfacing on the Hug Point-Manzanita Section of the Oregon Coast Highway, in Clatsop and Tillamook Counties. This payment, in the amount of $3,384.96, will be made on or after December 22, 1941.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Kindly acknowledge receipt of this letter.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

AM

R

Form E-1—5M—4-41

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

180-A-2

For Week Ending November 29th, 1941

Section Hug Point-Manzanita

Kind of work surfacing and oil

Highway Oregon Coast

Section prefix 4-1043 FAP 180A-2, B2, C3, D3, E3, F2, G3, H2

Contractor Rogers Construction Co

Contract number 2384

Date of contract November 12th, 1940

Date of completion August 31st, 1941

Date work started January 12th, 1941

Estimated date of completion August 16th, 1941

Amount of contract . . . . $ 110107.50

Per cent of time elapsed %

Estimated cost of completed project, exclusive of engineering . . . . $

Per cent of contract completed, based on total contract price . . . . %

Engineering cost to date, $ 9915.80, %

Date project was completed August 16th, 1941

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Semi final estimate is just being written up and everything completed but that. This estimatewill be ready to go to Salem by the end of next week.

NOTED
Y WEBBER

RECEIVED
DEC 1 - 1941
OFFICE OF
DIVISION ENGINEER
DIVISION NO. 2

DEC 1 - 1941

Signed L. H. Scott

Address Nehalem, Oregon.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

STATE PRINTING DEPT.

K R

RECEIVED
NOV 10 1941
FOR FILING

18-A-2

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

November 7, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Final inspection of Oregon SN-FAP 180-A (2), Hug Point-Arch Cape Section of the Oregon Coast Highway, was made by a representative of this office on October 30, 1941.

Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Sr. Highway Engineer

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

RECEIVED
AUG - 8 1941
STATE HIGHWAY COMMISSION

180-A-2

Nehalem, Oregon
August 7, 1941

Subject: Hug Point-Manzanita Section
Oregon Coast Highway

To:
Mr. R. H. Baldock
Chief Engineer
Salem, Oregon

NOTED
State Highway Engineer

Dear Sir:

Contractor will be oiling quarry cut North of Short Sands beach Saturday and Sunday, August 8 and 9. Cannot permit through traffic over entire route until Wednesday, August 13, without serious interference with the Contractor's work. Can permit all traffic as far North from Nehalem as Short Sands beach; South bound traffic from Cannon Beach to some point near Arch Cape tunnel.

Very truly yours,

J. H. Scott
ES

J. H. SCOTT
Resident Engineer

JHS:ES:WD

Open [illegible] for the 13th

RECEIVED
SEP 12 1941
FOR FILING

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

Stencil No. 124

IN YOUR REPLY PLEASE REFER TO FILE No. Oregon SN-FAP 180-A (2)
Hug Point, Arch Cape Section
Oregon Coast Highway

180-A-2

August 1, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the ____________________ project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Sr. Highway Engineer

Encls.

Iron

WA4Pr 11268

ON

Form P. R. 2

State Oregon

Federal Aid Project No. ES-RAP 100-A(2)

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 13th day of June, 1941 by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Federal Works Administrator, hereinafter called the Administrator, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 9th day of September, 1939, a project statement, which was approved on the 9th day of October, 1939, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated for the administration of the Federal Highway Act, has furnished surveys, plans, specifications, and estimates for Section A(2) of said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 26th day of October 1940; and

Whereas the Administrator has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of ten thousand, seven hundred thirty and 00/100 dollars ($10,730.00) as the share of the United States payable under said act on account of Section A(2) of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Administrator do hereby mutually agree as follows:

16—11879

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(a) By the State, Chapter 175, laws 1927; Chapter 31, laws 1930; Chapter 383, laws 1939 (Include date and citation of act of legislature by which authorized)

(b) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 538+50 in Section 30, T. 4 N., R. 10 W., W.M. the north end of Section B(3) of said project and survey station 670+00 in Section 18, T. 4 N., R. 10 W., W.M. (excepting therefrom the bridge between survey stations 649+46 and 650+78)

, length 1.698 miles, in Clatsop County, being Section A(2) of Oregon Federal Aid project No. NR-FAP 159, consisting of 1.698 miles of roadway and no bridges, [illegible] of more than 20 feet clear span, o[illegible]

RECEIVED
JUL 26 1941
REGIONAL HEADQUARTERS

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Administrator or his agents, and in accordance with the laws of said State, the rules and regulations of the Administrator, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Administrator or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Administrator, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section A(2) of said project shall not in any event exceed the sum of ten thousand, seven hundred thirty and 00/100 dollars ($10,730.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of seventeen thousand, five hundred eighty-one and 41/100 dollars ($17,581.41), the approved total estimated cost of Section A(2) of said project.

PAYMENTS

Article V. As the construction of said project progresses, the Administrator shall from time to time draw warrants on the Secretary of the Treasury for the payment to The State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Administrator after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

The Administrator reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

Article VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chapter [illegible], laws 1939 (Include reference to statute authorizing funds and probable amount annually available)

RECEIVED JUL 26 1941 HEADQUARTERS

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Administrator on the ______ day of JUL 19 1941, 19__

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell
Chairman, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By Herman Oliver
Member, State Highway Commission
(Title of officer)

By ______
(Title of officer)

By ______
(Title of officer)

FEDERAL WORKS ADMINISTRATOR,

By H. J. O'Leary
Acting Commissioner of Public Roads.

Form PR. 3—Revised

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Agency as Federal Aid Project No. SS-FAP 180-A(2) State of Oregon

Second. That in accordance with said provisions I have approved the sum of $ 17,581.41 as the total estimated cost of said project, and the sum of $ 10,750.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this ______ day of ______
one thousand nine hundred and JUL 19 1941

Federal Works Administrator,

By ______
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—10130

180-A-2

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JUN 2[illegible] 1941
FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

(Stencil #28)

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

IN YOUR REPLY PLEASE REFER TO FILE No. Oregon SN-FAP 180-A(2)
Hug Point-Arch Cape Sec.
Oregon Coast Hwy.

June 13, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature and return to this office.

Enclosed is an approved copy of the detail estimate, upon which the agreement was based, together with approved copy of specifications.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Sr. Highway Engineer

agreement signed 6/17
and forwarded to [illegible]
at [illegible] [illegible]

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MAY 15 1941
FOR FILING

180-A-2

Copy of Estimate filed on 180-B-3

May 7, 1941

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

We are enclosing herewith, seven copies of estimate as basis for project agreement for the Arch Cape-Beach Creek Section, Project No. FA 180-C(3).

As requested in your letter of approval of the PS & E papers for this project, the depths of existing rock topping for this project and others involved under Contract No. 2384 are as follows:

Project	No.	FA	180-A(2)	6"	Minimum
"	"	"	180-B(2)	6"	"
"	"	"	180-C(3)	6"	"
"	"	"	180-D(3)	9"	"
"	"	"	180-E(3)	9"	"
"	"	"	180-F(2)	9"	"
"	"	"	180-G(3)	9"	"
"	"	"	180-H(2)	9"	"

Likewise, we are sending under separate cover, four blueprint copies of plan sheet number 3 for FAP 180-C(3) showing the location of the 450 lineal feet of 12" concrete to be installed between Stas. 400 and 404+50 and the additional excavation required between Stas. 376+20 and 379.

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/PO

Encl.

Oregon State Highway Department Federal Aid Project No. 180-B (3)

ARCH CAPE-BEACH CREEK SECTION OF THE OREGON COAST HIGHWAY IN CLATSOP AND TILLAMOOK COUNTIES

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, February 17, 1941

Roadway

40	cu. yds.	Trench Excavation, Unclassified	$ 1.00	$ 40.00
44,000	cu. yds.	Excavation at Sta. 377, Unclassified	0.30	13,200.00
7,000	cu. yds.	Slide Removal Excavation, Unclassified	0.25	1,750.00
12,500	yd. mi.	Truck Haul	0.12	1,500.00
500	lin. ft.	12" Concrete Pipe	1.00	500.00
8,200	tons	3" - 0" Rock in Base	0.40	3,280.00
9,400	tons	1½" - 0" Rock in Base and Shoulders	0.36	3,384.00
25,000	ton mi.	Hauling Base and Shoulder Materials	0.08	2,000.00
3,500	cu. yds.	Filler	0.20	700.00
6,200	yd. mi.	Hauling Filler	0.12	744.00
140	M-gal.	Sprinkling	1.00	140.00
2.18	miles	Preparation of Base	50.00	109.00
3,850	tons	Furnishing and Placing Aggregates	1.35	5,197.50
196	tons	Furnishing and Placing 121-150 Asphalt	22.50	4,410.00
30	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	18.00	540.00
			Subtotal	$ 37,494.50
			10% Engr. & Cont.	3,749.45
			Total	$ 41,243.95

Length	2.183 miles
Cost per mile	$ 18,893.24

Federal Aid Funds- -	$ 25,160.00
State Funds- -	16,083.95
	$ 41,243.95

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

a

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STATE HIG[illegible]SSION

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

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MAY 1[illegible] 1941
FOR FILING

May 6, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to our letter of November 5, 1940, requesting that certain information be furnished for the project agreement estimates for Oregon SN-FAP 180-A (2), B (2), C (3), D (3), E (3), F (2), G (3) and H (2). Project agreement estimates were submitted on March 13, 1941, without this information and this was called to your attention on March 14.

These project agreement estimates are still being held in this office awaiting receipt of the information requested in our letter of November 5.

Will you please endeavor to get this information to us at your early convenience in order that these agreement estimates may be forwarded.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

May 6, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to our letter of November 5, 1940, requesting that certain information be furnished for the project agreement estimates for Oregon NH-FAP 180-A (2), B (2), C (3), D (3), E (3), F (2), G (3) and H (2). Project agreement estimates were submitted on March 13, 1941, without this information and this was called to your attention on March 14.

These project agreement estimates are still being held in this office awaiting receipt of the information requested in our letter of November 5.

Will you please endeavor to get this information to us at your early convenience in order that these agreement estimates may be forwarded.

Very truly yours,

W. H. LYNCH
District Engineer

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

March 14, 1941

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FOR FILING

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to our letter of November 5, 1940 requesting that information as to the depth of surfacing for Federal Aid projects 180-A (2), B (2), C (3), D (3), E (3), F (2), G (3) and H (2) be furnished with the project agreement estimates. Also that the location of the 450 ft. of 12 in. pipe on section G (3) should be shown on a revised plan sheet.

We are now in receipt of the agreement estimates for all of these sections except G (3) but before forwarding them, the information requested in our letter of November 5 will be necessary. Will you please furnish this at your early convenience.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

a

March 11, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to our letter of November 5, 1940 requesting that information as to the depth of surfacing for Federal Aid projects 180-A (2), B (2), C (3), D (3), E (3), F (2), G (3) and H (2) be furnished with the project agreement estimates. Also that the location of the 450 ft. of 12 in. pipe on section G (3) should be shown on a revised plan sheet.

We are now in receipt of the agreement estimates for all of these sections except G (3) but before forwarding these the information requested in our letter of November 5 will be necessary. Will you please furnish this at your early convenience.

Very truly yours,

W. H. LYNCH
District Engineer

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

November 5, 1940

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STATE [illegible]

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to P.S.& E. papers recently submitted for the surfacing and bituminous macadam of the eight sections of FAP 180, between Hug Point and Nehalem.

The typical sections show existing rock topping but do not give the depth. Please furnish this information with the project agreement estimate.

Also the 450 ft. of 12" pipe, Stations 400 to 404+50 on Section G (3), is not shown and plans showing the location of this pipe should be submitted. We should also be furnished with any details of the grading of the through cut at Station 377 which are not included in the plans for G (2).

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

a

March 11, 1941

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

We are enclosing herewith seven copies of estimate as basis for project agreement for the Hug Point-Arch Cape Section, Project No. FA 180-A (2).

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department Federal Aid Project No. 180-A (2)

HUG POINT-ARCH CAPE SECTION OF THE
OREGON COAST HIGHWAY IN CLATSOP COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, February 17, 1941

Roadway

23	cu. yds.	Trench Excavation, Unclassified	$ 1.00	$ 23.00
200	cu. yds.	Slide Removal Excavation, Unclassified	0.25	50.00
200	yd.mi.	Truck Haul	0.12	24.00
160	lin. ft.	6" Perforated Corr. Metal Pipe	0.95	152.00
42	lin. ft.	18" Concrete Pipe	2.30	96.60
25	cu. yds.	Rock or Gravel Backfill in Drains	2.50	62.50
5,700	tons	3" - 0" Rock in Base	0.40	2,280.00
4,800	tons	1½" - 0" Rock in Base and Shoulders	0.36	1,728.00
41,000	ton mi.	Hauling Base and Shoulder Material	0.08	3,280.00
120	M-gal.	Sprinkling	1.00	120.00
1.70	miles	Preparation of Base	50.00	85.00
3,100	tons	Furnishing and Placing Aggregates	1.35	4,185.00
154	tons	Furnishing and Placing 120-150 Asphalt	22.50	3,465.00
24	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	18.00	432.00
			Subtotal	$ 15,983.10
			10% Engr. & Cont.	1,598.31
			Total	$ 17,581.41

Length of Roadway	1.698 miles
Cost per mile	$ 10,354.18

Note: Oiling not to be constructed across bridge.

Federal Aid Funds- -	$ 10,730.00
State Funds- -	6,851.41
	$ 17,581.41

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

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FOR FILING

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December 9, 1940

Rogers Construction Co.
Box C4
Dayton, Wash.

Gentlemen:

We are sending you today by express a fully executed copy of Contract No. 2384, which was awarded to you on November 12, 1940, by the State Highway Commission, covering 9.07 miles of bituminous macadam surfacing on the Hug Point-Manzanita Section of the Oregon Coast Highway in Clatsop and Tillamook County. We are also sending an executed copy to the surety on your bond.

This copy is for your records and files.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

RS

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DEC 10 1940
FOR FILING

180-A-2

December 9, 1940

United Pacific Insurance Co.
Jo Stroyan
Board of Trade Building
Portland, Oregon

Gentlemen:

We are sending you today by express a fully executed copy of contract No. 2384, which was awarded to the Rogers Construction Company by the State Highway Commission on November 12, 1940, covering surfacing on the Hug Point-Manzanita Section of the Oregon Coast Highway in Clatsop and Tillamook Counties.

Inasmuch as you are surety for the contractor on this job we are sending you this copy of the contract for your records and files.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

RS
s

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FOR [illegible]

180-11-2

Nove,ber 15, 1940

ROGERS CONSTRUCTION COMPANY
Box C-4
Dayton, Washington

Gentlemen:

We are sending you today by express four copies of Contract No. 2384 which was awarded to you by the State Highway Commission on November 12, 1940, covering the bituminous macadam surfacing of the Hug Point-Manzanita Section of the Oregon Coast Highway, in Clatsop and Tillamook Counties.

Kindly execute all four copies of this contract as to agreement and bond and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 6 (page 15) of the printed General Provisions, relating to the Workmen's Compensation Act. You are expected to accept the terms of this Act and to carry on your work under this contract in strict conformance thereto. Your attention is also called to the paragraph on the same page reating to payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

[illegible]

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D. G. DeSart

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November 14, 1940

Rogers Construction Co.
Dayton, Washington

Gentlemen:

The State Highway Commission on November 12, 1940, awarded you the contract for 9.07 miles bituminous macadam surfacing on the Hug Point-Manzanita Section of the Oregon Coast Highway, in Clatsop and Tillamook Counties. This award was based on your low bid of $110,107.50 submitted on that date.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

STATE HIGHWAY COMMISSION

By

AH

Secretary

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FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

October 26, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Federal Aid Project No. 180-A (2), Hug Point-Arch Cape Section of the Oregon Coast Highway, have today been recommended for approval, subject to final review and approval by the Commissioner of Public Roads. This is your authority to advertise for bids.

Prompt submission of the bid tabulation and agreement estimate will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By F. E. Andrews
F. E. Andrews
Sr. Highway Engineer

a

October 21, 1940

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed seven copies of estimate and three copies of right of way statement for the Hug Point-Arch Cape Section, Project No. FA 180-A (2).

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dictated by J. W. Nash/ER

Encl.

Oregon State Highway Department — Federal Aid Project No. 180-A (2)

HUG POINT-ARCH CAPE SECTION

OF THE OREGON COAST HIGHWAY IN CLATSOP COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, October 21, 1940

Roadway

23	cu. yds.	Trench Excavation, Unclassified	$ 1.00	$ 23.00
200	cu. yds.	Slide Removal Excavation, Unclassified	0.30	60.00
200	yd. mi.	Truck Haul	0.12	24.00
160	lin. ft.	6" Perforated Corr. Metal Pipe	1.00	160.00
42	lin. ft.	18" Concrete Pipe	2.00	84.00
25	cu. yds.	Rock or Gravel Backfill in Drains	2.00	50.00
5,700	tons	3" - 0" Rock in Base	0.40	2,280.00
4,800	tons	1½" - 0" Rock in Base and Shoulders	0.40	1,920.00
41,000	ton mile	Hauling Base and Shoulder Materials	0.06	2,460.00
120	M-gals.	Sprinkling	1.50	180.00
1.70	miles	Preparation of Base	100.00	170.00
3,100	tons	Furnishing and Placing Aggregates	1.50	4,650.00
154	tons	Furnishing and Placing 121-150 Asphalt	22.00	3,388.00
24	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	20.00	480.00
			Subtotal	$ 15,929.00
			10% Engr. & Cont.	1,592.90
			Total	$ 17,521.90

Length of Roadway 1.698 miles
Cost per mile $ 10,319.14

Note: Oiling not to be constructed across bridge.

Federal Aid Funds- -	$ 10,670.00
State Funds- -	6,851.90
	$ 17,521.90

HUG POINT-ARCH CAPE SECTION

FEDERAL AID PROJECT NO. 180-A (2)

All necessary right of way has been acquired for this project.

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

October 21, 1940

CONTRACT#2384

180-B-2 Manzanita Sec., Oregon Coast 1940
Hwy.
2384

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FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

November 7, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Final inspection of Oregon SN-FAP 180-B (2), Manzanita Section of the Oregon Coast Highway, was made by a representative of this office on October 30, 1941.

Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L Caufield
L. J. Caufield
Sr. Highway Engineer

For

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FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

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UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

Stencil No. 124

IN YOUR REPLY PLEASE REFER TO FILE NO. Oregon SN-FAP 180-B (2)
Manzanita Section
Oregon Coast Highway

August 1, 1941

180-B-2

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the ____________ project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Sr. Highway Engineer

Encls.

WA4PL 11314

Form P. R. 2

State Oregon

Federal Aid Project No. [illegible]-B(2)

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 13th day of June, 1941

by and between The Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Federal Works Administrator, hereinafter called the Administrator, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 9th day of September, 19[illegible], a project statement, which was approved on the 9th day of October, 19[illegible], for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated for the administration of the Federal Highway Act, has furnished surveys, plans, specifications, and estimates for Section B(2) of said project which were recommended for approval by the District Engineer of the Public Roads Administration on the [illegible] day of October 19[illegible]; and

Whereas the Administrator has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of six thousand, sixty and 00/100 dollars ($6,060.00) as the share of the United States payable under said act on account of Section B(2) of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Administrator do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(a) By the State ; Chapter 175, Laws 1927; Chap. 31, Laws 1929; Chapter 329, Laws 1939 (Include date and citation of act of legislature by which authorized)

(b) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 112+00 in the NE¼, Sec. 29, T. 3 N., R. 10 W., W.M. and survey station 153+00 in the NE¼, Sec. 20, T. 3 N., R. 10 W., W.M., the southerly end of Section 0(3) of said project

, length 0.776 of a mile~~s~~, in Tillamook County,

being Section 3(2) of Oregon Federal Aid project No. NH-FAP 180, consisting of 0.776 of a mile~~s~~ of roadway and no bridges, ~~each~~ of more than 20 feet clear span,* ~~each mile in length~~.

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CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Administrator or his agents, and in accordance with the laws of said State, the rules and regulations of the Administrator, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Administrator or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Administrator, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section B(2) of said project shall not in any event exceed the sum of six thousand, sixty and [illegible]/100 dollars ($6,060.[illegible]), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of nine thousand, nine hundred twenty-six and [illegible]/100 dollars ($9,926.[illegible]), the approved total estimated cost of Section B(2) of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Administrator shall from time to time draw warrants on the Secretary of the Treasury for the payment to The State Treasurer
(Official or depository)
hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)
of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Administrator after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

The Administrator reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chapter [illegible], laws [illegible]
(Include reference to statute authorizing funds and probable amount annually available)

RECEIVED
JUL 29 1941

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Administrator on the ______ day of JUL 19 1941, 19__

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell
Chairman, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By Herman Oliver
Member, State Highway Commission
(Title of officer)

By ______
(Title of officer)

By ______
(Title of officer)

FEDERAL WORKS ADMINISTRATOR,

By
Acting Commissioner of Public Roads.

Form PR. 3—Revised

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Agency as Federal Aid Project No. [illegible]-FAP-[illegible]-3(2) State of Oregon

Second. That in accordance with said provisions I have approved the sum of $9,[illegible] as the total estimated cost of said project, and the sum of $6,060.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this ______ day of ______ one thousand nine hundred and JUL 19 1941

Federal Works Administrator,

By ______
Acting Commissioner of Public Roads.

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FOR FILING

180-B-2

(Stencil #28)

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO FILE No. Oregon SN-FAP 180-B(2)
Manzanita Section
Oregon Coast Hwy.

POST OFFICE BUILDING
PORTLAND, OREGON

June 13, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature and return to this office.

Enclosed is an approved copy of the detail estimate, upon which the agreement was based, together with approved copy of specifications.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Sr. Highway Engineer

agreemt signed 6/13
and handed to [illegible]
at meeting RHB

a

180-B-2

March 11, 1941

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

We are enclosing herewith seven copies of estimate as basis for project agreement for the Manzanita Section, Project No. FA 180-B (P).

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department   Federal Aid Project No. 180-B (2)

MANZANITA SECTION OF THE
OREGON COAST HIGHWAY IN TILLAMOOK COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, February 17, 1941

Roadway (Sta. 112+00 to 153+00)

48	lin. ft.	18" Concrete Pipe	$ 2.30	$ 110.40
3,400	tons	3" - 0" Rock in Base	0.40	1,360.00
3,500	tons	1½" - 0" Rock in Base and Shoulders	0.36	1,260.00
31,600	ton mi.	Hauling Base and Shoulder Material	0.08	2,528.00
100	cu. yds.	Filler	0.20	20.00
100	yd. mi.	Hauling Filler	0.12	12.00
50	M-gal.	Sprinkling	1.00	50.00
0.78	mile	Preparation of Base	50.00	39.00
1,400	tons	Furnishing and Placing Aggregates	1.35	1,890.00
70	tons	Furnishing and Placing 121-150 Asphalt	22.50	1,575.00
10	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	18.00	180.00
			Subtotal	$ 9,024.40
			10% Engr. & Cont.	902.44
			Total	$ 9,926.84

Length	0.776 mile
Cost per mile	$ 12,792.32

Federal Aid Funds	$ 6,060.00
State Funds	3,866.84
	$ 9,926.84

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

November 12, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon Federal Aid Projects Nos. 180-A(2), 180-B(2), 180-C(3), 180-D(3), 180-E(3), 180-F(2), 180-G(3) and 180-H(2), Hug Point-Manzanita Section of the Oregon Coast Highway, to Rogers Construction Co., Dayton, Washington, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

By F. E. Andrews

F. E. Andrews
Sr. Highway Engineer

October 22, 1940

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

We are enclosing herewith seven copies of estimate and three copies of right of way statement for the Manzanita Section, Project No. FA 180-B (2).

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dictated by J. W. Nash/ER

Encl.

Oregon State Highway Department Federal Aid Project No. 180-B (2)

MANZANITA SECTION OF THE

OREGON COAST HIGHWAY IN TILLAMOOK COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, October 22, 1940

Roadway (Sta. 112+00 to 153+00)

48	lin. ft.	18" Concrete Pipe	$ 2.00	$ 96.00
3,400	tons	3" - 0" Rock in Base	.40	1,360.00
3,500	tons	1½" - 0" Rock in Base and Shoulders	.40	1,400.00
31,600	ton mi.	Hauling Base and Shoulder Material	.06	1,896.00
100	cu. yds.	Filler	.40	40.00
100	yd. mi.	Hauling Filler	.15	15.00
50	M-gals.	Sprinkling	1.50	75.00
0.78	mile	Preparation of Base	100.00	78.00
1,400	tons	Furnishing and Placing Aggregates	1.50	2,100.00
70	tons	Furnishing and Placing 121-150 Asphalt	22.00	1,540.00
10	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	20.00	200.00
			Subtotal	$ 8,800.00
			10% Engr. & Cont.	880.00
			Total	$ 9,680.00

Length 0.776 mile
Cost per mile $ 12,474.22

Federal Aid Funds- -	$ 5,900.00
State Funds- -	3,780.00
	$ 9,680.00

MANZANITA SECTION

FEDERAL AID PROJECT NO. 180-B (2)

All necessary right of way has been acquired for this project.

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

October 22, 1940

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FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

October 26, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Federal Aid Project No. 180-B (2), Manzanita Section of the Oregon Coast Highway, have today been recommended for approval, subject to final review and approval by the Commissioner of Public Roads. This is your authority to advertise for bids.

Prompt submission of the bid tabulation and agreement estimate will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By FE Andrews
F. E. Andrews
Sr. Highway Engineer

CONTRACT#2384

180-C-3 Neahkahnie Mountain Sec., 1940
2384 Oregon Coast Hwy.

180-C-3

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FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

November 7, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Final inspection of Oregon SN-FAP 180-C (3), Neahkahnie Mountain Section of the Oregon Coast Highway, was made by a representative of this office on October 30, 1941.

Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Sr. Highway Engineer

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FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

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UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

Stencil No. 120

IN YOUR REPLY PLEASE REFER TO FILE No. Oregon FAP 180-C (3)
Neahkahnie Mountain Section
Oregon Coast Highway

180-C-3

August 15, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the ____________ project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Sr. Highway Engineer

Encls.

Iron

[illegible]-11381

Form P. R. 2

State Oregon

Federal Aid

Project No. [illegible](3)

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 30th day of June, 1941

by and between The Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Federal Works Administrator, hereinafter called the Administrator, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 9th day of September, 19[illegible], a project statement, which was approved on the 7th day of October, 19[illegible], for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated for the administration of the Federal Highway Act, has furnished surveys, plans, specifications, and estimates for Section [illegible](3) of said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 26th day of October 19[illegible]; and

Whereas the Administrator has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of seven thousand, six hundred fifty and 00/100 dollars ($7,650.00) as the share of the United States payable under said act on account of Section [illegible](3) of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Administrator do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(a) By the State ; Chapter 175, laws 1927; Chapter 31, laws 1929; Chapter [illegible], laws 1939
(Include date and citation of act of legislature by which authorized)

(b) From other sources
(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 153+00 in the NE¼ of Section 20, T. 3 N., R. 10 W., W. M., the north end of Section B(2) of said project, and survey station [illegible] in the SE¼ of Section 18, T. 3 N., R. 10 W., W. M., the southerly end of Section B(2) of said project

, length 0.29½ of a miles in Tillamook County,

being Section B(2) of Oregon Federal Aid project. No. [illegible], consisting of

0.29½ of a miles of roadway and no bridges, none of more than 20 feet clear span

[illegible]

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Administrator or his agents, and in accordance with the laws of said State, the rules and regulations of the Administrator, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Administrator or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Administrator, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section 6(3) of said project shall not in any event exceed the sum of seven thousand, six hundred fifty and 00/100 dollars ($7,650.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of twelve thousand, five hundred fifty-five and 95/100 dollars ($12,555.95), the approved total estimated cost of Section 6(3) of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Administrator shall from time to time draw warrants on the Secretary of the Treasury for the payment to The State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Administrator after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

The Administrator reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chapter [illegible], Laws 1939 (Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

GPO 16—11379

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Administrator on the ________ day of

JUL 31 1941, 19__

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell
Chairman, State Highway Commission
(Title of officer)

By Huron W. Clough
Member, State Highway Commission
(Title of officer)

By ________
Member, State Highway Commission
(Title of officer)

By ________
____
(Title of officer)

By ________
____
(Title of officer)

FEDERAL WORKS ADMINISTRATOR,

By W. J. O'Leary
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—11370

101

Form PR. 3—Revised

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of **Oregon**

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of **Oregon** for the construction of a highway designated in the records of this Agency as **Federal Aid** Project No. **[illegible]-FAP 180-6(3)** State of **Oregon**

Second. That in accordance with said provisions I have approved the sum of $ **12,555.95** as the total estimated cost of said project, and the sum of $ **7,650.00** as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this .... day of ....

one thousand nine hundred and JUL 31 1941

Federal Works Administrator,

By H. J. O'Leary
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—10129

180-C-3

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1941

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

(Stencil #28)

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JUN 18 1941
STATE HIGHWAY

IN YOUR REPLY PLEASE REFER TO FILE No. Ore. SN-FAP 180-C (3)
Neahkahnie Mountain Sec.
Oregon Coast Highway

POST OFFICE BUILDING
PORTLAND, OREGON

June 17, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature and return to this office.

Enclosed is an approved copy of the detail estimate, upon which the agreement was based, together with approved copy of specifications.

Very truly yours,

W. H. LYNCH
District Engineer

By L Caufield
L. J. Caufield
Sr. Highway Engineer

180-C-3

March 11, 1941

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

We are enclosing herewith seven copies of estimate as basis for project agreement for the Neahkahnie Mountain Section, Project No. FA 180-C (3).

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

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Oregon State Highway Department   Federal Aid Project No. 180-C (3)

NEAHKAHNIE MOUNTAIN SECTION OF THE
OREGON COAST HIGHWAY IN TILLAMOOK COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, February 17, 1941

Roadway

15	cu. yds.	Trench Excavation, Unclassified	$ 1.00	$ 15.00
90	lin. ft.	6" Perf. Corr. Metal Pipe	0.95	85.50
20	lin. ft.	18" Corr. Metal Pipe	2.10	42.00
15	cu. yds.	Rock or Gravel Backfill in Drains	2.50	37.50
4,500	tons	3" - 0" Rock in Base	0.40	1,800.00
4,900	tons	1½" - 0" Rock in Base and Shoulders	0.36	1,764.00
35,000	ton mi.	Hauling Base and Shoulder Material	0.08	2,800.00
120	cu. yds.	Filler	0.20	24.00
250	yd. mi.	Hauling Filler	0.12	30.00
60	M-gal.	Sprinkling	1.00	60.00
.99	mile	Preparation of Base	50.00	49.50
1,800	tons	Furnishing and Placing Aggregates	1.35	2,430.00
90	tons	Furnishing and Placing 121-150 Asphalt	22.50	2,025.00
14	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	18.00	252.00
			Subtotal	$ 11,414.50
			10% Engr. & Cont.	1,141.45
			Total	$ 12,555.95

Length	0.994 mile
Cost per mile	$ 12,631.74

Federal Aid Funds- -	$ 7,650.00
State Funds- -	4,905.95
	$ 12,555.95

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

October 22, 1940

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

We are enclosing herewith seven copies of estimate and three copies of right of way statement for the Neahkahnie Mountain Section, Project No. FA 180-C (5).

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dictated by J. W. Nash/EE

Encl.

Oregon State Highway Department   Federal Aid Project No. 180-C (3)

NEAHKAHNIE MOUNTAIN SECTION OF THE
OREGON COAST HIGHWAY IN TILLAMOOK COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, October 22, 1940

Roadway

15	cu. yds.	Trench Excavation, Unclassified	$ 1.00	$ 15.00
90	lin. ft.	6" Perf. Corr. Metal Pipe	1.00	90.00
20	lin. ft.	18" Corr. Metal Pipe	2.00	40.00
15	cu. yds.	Rock or Gravel Backfill in Drains	2.00	30.00
4,500	tons	3" - 0" Rock in Base	.40	1,800.00
4,900	tons	1½" - 0" Rock in Base and Shoulders	.40	1,960.00
35,000	ton mi.	Hauling Base and Shoulder Material	.06	2,100.00
120	cu. yds.	Filler	.40	48.00
250	yd. mi.	Hauling Filler	.15	37.50
60	M-gal.	Sprinkling	1.50	90.00
.99	mile	Preparation of Base	100.00	99.00
1,800	tons	Furnishing and Placing Aggregates	1.50	2,700.00
90	tons	Furnishing and Placing 121-150 Asphalt	22.00	1,980.00
14	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	20.00	280.00
		Subtotal		$ 11,269.50
		10% Engr. & Cont.		1,126.95
		Total		$ 12,396.45

Length	0.994 mile
Cost per mile	$ 12,471.27

Federal Aid Funds- -	$ 7,570.00
State Funds- -	4,826.45
	$ 12,396.45

NEAHKAHNIE MOUNTAIN SECTION

FEDERAL AID PROJECT NO. 180-C (3)

All necessary right of way has been acquired for this project.

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

October 22, 1940

180-C-3

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FOR [illegible]

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

October 26, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S. & E. documents for Oregon Federal Aid Project No. 180-C (3), Neahkahnie Mountain Section of the Oregon Coast Highway, have today been recommended for approval, subject to final review and approval by the Commissioner of Public Roads. This is your authority for advertising.

Prompt submission of the bid tabulation and agreement estimate will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By: F E Andrews
F. E. Andrews
Sr. Highway Engineer

CONTRACT#2384

180-D-3 Necarney Cr. Sec., Oregon 1940
Coast Hwy.
2384

180-D-3

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FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

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FOR FILING

November 7, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Final inspection of Oregon SN-FAP 180-D (3), Necarney Creek Section of the Oregon Coast Highway, was made by a representative of this office on October 30, 1941.

Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Sr. Highway Engineer

Fon

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SEP 12 1941
FOR FILING

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UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

POST OFFICE BUILDING
PORTLAND, OREGON

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

Stencil No. 124
IN YOUR REPLY PLEASE
REFER TO FILE NO. Oregon FAP 180-D (3)
Necarney Creek Section
Oregon Coast Highway

180-D-2

August 15, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the ____________________ project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Sr. Highway Engineer

Encls.

Jeo

WA4PR-11469

Form P. R. 2

State Oregon

Federal Aid Project No. [illegible]-FAP [illegible]-D(3)

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 30th day of June, 1941

by and between The Oregon State Highway Commission, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Federal Works Administrator, hereinafter called the Administrator, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 9th day of September, 19[illegible], a project statement, which was approved on the 5th day of October, 19[illegible], for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated for the administration of the Federal Highway Act, has furnished surveys, plans, specifications, and estimates for Section D(3) of said project which were recommended for approval by the District Engineer of the Public Roads Administration on the [illegible] day of October 19[illegible]; and

Whereas the Administrator has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of four thousand, sixty and 00/100 dollars ($4,060.00) as the share of the United States payable under said act on account of Section D(3) of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Administrator do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(a) By the State: Chapter 173, laws 1917; Chapter 31, laws 1920; Chapter 329, laws 1929
(Include date and citation of act of legislature by which authorized)

(b) From other sources
(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 267+00 in the NW¼ of Section 18, T. 3 N., R. 10 W., W.M., the northerly end of Section E(2), of said project, and survey station 304+78 in the SW¼ of Section 7, T. 3 N., R. 10 W., W. M., the south end of the Kearney Creek Bridge

, length 0.707 of a mile, in Tillamook County, being Section E(3) of Oregon Federal Aid project. No. NH-FAP 189, consisting of 0.707 of a mile of roadway and no bridges, ~~[illegible]~~ of more than 20 feet clear span ~~[illegible]~~

10—11379 GPO

RECEIVED
AUG 11 1941
DIVISIONAL HEADQUARTERS

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Administrator or his agents, and in accordance with the laws of said State, the rules and regulations of the Administrator, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Administrator or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Administrator, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section B(3) of said project shall not in any event exceed the sum of Four thousand, sixty and 00/100 dollars ($4,060.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of six thousand, six hundred forty-six and 00/100 dollars ($6,646.00), the approved total estimated cost of Section B(3) of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Administrator shall from time to time draw warrants on the Secretary of the Treasury for the payment to The State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Administrator after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

The Administrator reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chapter 329, laws 1939 (Include reference to statute authorizing funds and probable amount annually available)

AUG 11 1941

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 139.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Administrator on the ______ day of JUL 29 1941, 19___

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F Cabell
Chairman, State Highway Commission
(Title of officer)

By Huron W. Clough
Member, State Highway Commission
(Title of officer)

By ______
Member, State Highway Commission
(Title of officer)

By ______
(Title of officer)

By ______
(Title of officer)

FEDERAL WORKS ADMINISTRATOR,

By H. J. O'Leary
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—11370

Form PR. 9—Revised

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Agency as Federal Aid Project No. SS-FAP 180-D(3) State of Oregon

Second. That in accordance with said provisions I have approved the sum of $6,646.20 as the total estimated cost of said project, and the sum of $4,060.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this .... day of .... one thousand nine hundred and JUL 29 1941

Federal Works Administrator,

By H. J. O'Leary
Acting Commissioner of Public Roads.

RECEIVED
1941
FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

180-D-3

(Stencil #28)

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

IN YOUR REPLY PLEASE REFER TO FILE No. Ore. SN-FAP 180-D (3)
Necarney Creek Section
Oregon Coast Highway

June 17, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature and return to this office.

Enclosed is an approved copy of the detail estimate, upon which the agreement was based, together with approved copy of specifications.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Sr. Highway Engineer

W

180-D-3

March 11, 1941

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

We are enclosing herewith seven copies of estimate as basis for project agreement for the Necarney Creek Section, Project No. FA 180-D (3).

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department — Federal Aid Project No. 180-B (3)

NECARNEY CREEK SECTION OF THE OREGON COAST HIGHWAY IN TILLAMOOK COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, February 17, 1941

Roadway (Sta. 267+00 to 304+33)

20	cu. yds.	Trench Excavation	$ 1.00	$ 20.00
200	cu. yds.	Slide Removal Excavation, Unclassified	0.25	50.00
100	yd. mi.	Truck Haul	0.12	12.00
70	lin. ft.	8" Perforated Corr. Metal Pipe	1.05	73.50
20	cu. yds.	Rock or Gravel Backfill in Drains	2.50	50.00
2,100	tons	3" - 0" Rock in Base	0.40	840.00
2,200	tons	1½" - 0" Rock in Base and Shoulders	0.36	792.00
8,600	ton mi.	Hauling Base and Shoulder Materials	0.08	688.00
100	cu. yds.	Filler	0.20	20.00
300	yd. mi.	Hauling Filler	0.12	36.00
50	M-gal.	Sprinkling	1.00	50.00
0.71	mile	Preparation of Base	50.00	35.50
1,300	tons	Furnishing and Placing Aggregates	1.35	1,755.00
64	tons	Furnishing and Placing 120-150 Asphalt	22.50	1,440.00
10	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	18.00	180.00
			Subtotal	$ 6,042.00
			10% Engr. & Cont.	604.20
			Total	$ 6,646.20

Length 0.707 mile
Cost per mile $ 9,400.56

Federal Aid Funds- -	$ 4,060.00
State Funds- -	2,586.20
	$ 6,646.20

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

October 21, 1940

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed seven copies of estimate and three copies of right of way statement for the Necarney Creek Section, Project No. FA 180-D (3).

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dictated by J. W. Nash/ER

Encl.

Oregon State Highway Department   Federal Aid Project No. 180-D (3)

NECARNEY CREEK SECTION OF THE

OREGON COAST HIGHWAY IN TILLAMOOK COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, October 21, 1940

Roadway (Sta. 267+00 to 304+38)

20	cu. yds.	Trench Excavation, Unclassified	$ 1.00	$ 20.00
200	cu. yds.	Slide Removal Excavation, Unclassified	0.30	60.00
100	yd. mi.	Truck Haul	0.12	12.00
70	lin. ft.	8" Perforated Corr. Metal Pipe	1.30	91.00
20	cu. yds.	Rock or Gravel Backfill in Drains	2.00	40.00
2,100	tons	3" - 0" Rock in Base	0.40	840.00
2,200	tons	1½" - 0" Rock in Base and Shoulders	0.40	880.00
8,600	ton mi.	Hauling Base and Shoulder Materials	0.06	516.00
100	cu. yds.	Filler	0.40	40.00
300	yd. mi.	Hauling Filler	0.15	45.00
50	M-gal.	Sprinkling	1.50	75.00
0.71	mile	Preparation of Base	100.00	71.00
1,300	tons	Furnishing and Placing Aggregates	1.50	1,950.00
64	tons	Furnishing and Placing 120-150 Asphalt	22.00	1,408.00
10	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	20.00	200.00
			Subtotal	$ 6,248.00
			10% Engr. & Cont.	624.80
			Total	$ 6,872.80

Length 0.707 mile
Cost per mile $ 9,721.07

Federal Aid Funds- -$ 4,200.00
State Funds- 2,672.80

$ 6,872.80

NECARNEY CREEK SECTION

FEDERAL AID PROJECT NO. 180-D (3)

All necessary right of way has been acquired for this project.

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

October 21, 1940

180-D-3

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OCT 29 1940
FOR FILING

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

October 28, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S. & E. documents for Oregon Federal Aid Project No. 180-D (3), Necarney Creek Section of the Oregon Coast Highway, have today been recommended for approval, subject to final review and approval by the Commissioner of Public Roads. This is your authority for advertising.

Prompt submission of the bid tabulation and agreement estimate will be appreciated.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

CONTRACT#2384

180-E-3 Arch Cape Tunnel Sec., Oregon 1940
Coast Hwy.

2384

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Stencil No. 12

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

180-G-3

April 18, 1945

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon SN-FAP 180-G(3)
Arch Cape-Beach Creek Section
Oregon Coast Highway.

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the modified project agreement and certificate for the above-numbered project.

Very truly yours,

W. H. LYNCH
~~District~~ Engineer

By L J Caufield
L. J. Caufield
Sr. Highway Engineer

Encl.

RECEIVED
APR 19 1945
OREGON
STATE HIGHWAY COMMISSION

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HAyp-11492

Section G(3)
Oregon Federal Aid Project No. SN-FAP 180.

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on June 30, 1941 by the Oregon State Highway Commission, and on July 29, 1941 by the Federal Works Administrator, the said parties entered into an agreement for the improvement of that certain highway described and designated as Oregon Federal Aid Project No. SN-FAP 180, Section G(3); and

WHEREAS, said project is located on the strategic network of highways and under construction during the period of the emergency declared by the President on May 27, 1941; and

WHEREAS, the Highway Department has requested an increase in the Federal share payable on account of said project as authorized in section 4 of the Defense Highway Act of 1941, approved November 19, 1941 (Pub. Law No. 295 - 77th Cong.), and has requested that the Federal funds approved and set aside to the credit of the project be increased from $25,160.00 to $29,200.00.

NOW, THEREFORE, it is hereby mutually agreed by and between the said State Highway Department and the Administrator that the estimate be revised in the manner above indicated and that said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Administrator has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of twenty-nine thousand, two hundred and 00/100 dollars ($29,200.00) as the share of the United States payable under said act on account of Section G(3) of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof;"

Article IV shall read;

"Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section G(3) of said project shall not in any event exceed the sum of twenty-nine thousand, two hundred and 00/100 dollars ($29,200.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of forty-one thousand, two hundred forty-three and 95/100 dollars ($41,243.95), the approved total estimated cost of Section G(3) of said project."

Except as herein specifically modified the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

IN WITNESS WHEREOF the parties have hereunto affixed their signatures, the Highway Department on February 23 1945, and the Administrator on MAR 2 8 1945.

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION

By T H Banfield
Chairman, State Highway Commission

By Arthur W. Schaupp
Member, State Highway Commission

By
Member, State Highway Commission

FEDERAL WORKS ADMINISTRATOR,

By W. J. O'Leary
Acting Commissioner of Public Roads

Attest

Oregon Federal Aid Project No. SN-FAP 180
Section G(3).

Form PR. 3—Revised

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Federal Aid Agency as Project No. [illegible]-FAP 180-C(3) State of Oregon

Second. That in accordance with said provisions I have approved the sum of $ 41,243.95 in lieu of the $25,160.00 approved by Certificate dated July 29, 1941 as the total estimated cost of said project, and the sum of $ 29,200.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this ______ day of MAR 28 1945 one thousand nine hundred and ______

Federal Works Administrator,

By H. J. O'Leary
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—10180

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Stencil No. 1245
FOR FILING

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

180-H-2

March 24, 1945

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon SN-FAP 180-H(2)
Necarney Creek-Neahkahnie Mt. Section
Oregon Coast Highway.

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the modified project agreement and certificate for the above-numbered project.

Very truly yours,

W. H. LYNCH
~~Division~~ Engineer

By L J Caufield
L. J. Caufield
Sr. Highway Engineer

Encl.

RECEIVED
MAR 2 6 1945
OREGON
STATE HIGHWAY COMMISSION

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FW4pr-11473

Section H(2)
Oregon Federal Aid Project No. SN-FAP 180.

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on June 30, 1941 by the Oregon State Highway Commission, and on July 28, 1941 by the Federal Works Administrator, the said parties entered into an agreement for the improvement of that certain highway described therein and designated as Oregon Federal Aid Project No. SN-FAP 180, Section H(2); and

WHEREAS, said project is located on the strategic network of highways and under construction during the period of the emergency declared by the President on May 27, 1941; and

WHEREAS, the Highway Department has requested an increase in the Federal share payable on account of said project as authorized in section 4 of the Defense Highway Act of 1941, approved November 19, 1941 (Pub. Law No. 295 - 77th Cong.), and has requested that the Federal funds approved and set aside to the credit of the project be increased from $5,720.00 to $6,880.00.

NOW, THEREFORE, it is hereby mutually agreed by and between the said State Highway Department and the Administrator that the estimate be revised in the manner above indicated and that said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Administrator has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of six thousand, eight hundred eighty and 00/100 dollars ($6,880.00) as the share of the United States payable under said act on account of Section H(2) of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:"

Article IV shall read:

> "Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section H(2) of said project shall not in any event exceed the sum of six thousand, eight hundred eighty and 00/100 dollars ($6,880.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of nine thousand, three hundred sixty-six and 50/100 dollars ($9,366.50), the approved total estimated cost of Section H(2) of said project."

Except as herein specifically modified the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

IN WITNESS WHEREOF the parties have hereunto affixed their signatures, the Highway Department on February 23 1945, and the Administrator on MAR - 9 1945.

OREGON STATE HIGHWAY COMMISSION

By____________________
Chairman, State Highway Commission

RECOMMENDED FOR APPROVAL

____
STATE HIGHWAY ENGINEER

By____________________
Member, State Highway Commission

By____________________
Member, State Highway Commission

FEDERAL WORKS ADMINISTRATOR,

By____________________
Acting Commissioner of Public Roads

Attest

Oregon Federal Aid Project No. SN-FAP 180,
Section H(2).

Form PR. 3—Revised

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Agency as Federal Aid Project No. SN-FAP 180-E(2) State of Oregon

Second. That in accordance with said provisions I have approved the sum of $ 9,366.50 in lieu of the $5,720.00 approved by Certificate dated July 28, 1941 as the total estimated cost of said project, and the sum of $ 6,380.00 / as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this .... day of ....

one thousand nine hundred and MAR - 9 1945

Federal Works Administrator,

By W. J. O'Leary
Acting Commissioner of Public Roads.

Form PR. 3—Revised

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Agency as Federal Aid Project No. SN-FAP 180-H(2) State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 9,866.50 in lieu of the $5,720.00 approved by Certificate dated July 28, 1941 as the total estimated cost of said project, and the sum of $ 6,880.00 / as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this .... day of ....

one thousand nine hundred and MAR - 9 1945

FEDERAL WORKS ADMINISTRATOR,

By H. J. O'Leary
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 10—10139

RECEIVED

180 H-2

February 27, 1945

Mr. W. M. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing herewith two signed copies of project agreement for the Necarney Creek-Neahkahnie Mt. Section, Project No. 180-H (2).

Very truly yours,

C. B. McCullough
Assistant State Highway Engineer

Encl.

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

February 20, 1945

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed modified project agreement for signature and return to this office for Oregon SN-FAP 180-H(2), Necarney Creek-Neahkahnie Mountain Section of the Oregon Coast Highway.

Enclosed also is an approved copy of the detail estimate upon which the agreement was based, ~~together with approved copy of specifications~~

Very truly yours,

W. H. LYNCH
Division Engineer

By L J Caufield
L. J. Caufield
Sr. Highway Engineer

Encls.

RECEIVED
FEB 21 1945
OREGON
STATE HIGHWAY COMMISSION

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

February 20, 1945

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed modified project agreement for signature and return to this office for Oregon SN-FAP 180-H(2), Necarney Creek-Neahkahnie Mountain Section of the Oregon Coast Highway.

Enclosed also is an approved copy of the detail estimate upon which the agreement was based, ~~together with approved copy of specifications~~

Very truly yours,

W. H. LYNCH
Division Engineer

By LJCaufield
L. J. Caufield
Sr. Highway Engineer

Encls.

RECEIVED
FEB [illegible] 1945
OREGON
STATE HIGHWAY COMMISSION

Jn

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

February 20, 1945

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed modified project agreement for signature and return to this office for Oregon SN-FAP 180-G(3), Arch Cape-Beach Creek Section of the Oregon Coast Highway.

Enclosed also is an approved copy of the detail estimate upon which the agreement was based, ~~together with approved copy of specifications~~

Very truly yours,

W. H. LYNCH
~~Division~~ Engineer

By L J Caufield
L. J. Caufield
Sr. Highway Engineer

Encls.

RECEIVED
FEB 21 1945
OREGON
STATE HIGHWAY COMMISSION

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RECEIVED
JAN 20 1945
FOR FILING

FAP 180-H(2)

January 17, 1945

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing herewith seven copies of estimate as basis for modified agreement for the Necarney Creek-Neahkahnie Section, Project No. SN-FAP 180-H (2).

Very truly yours,

R. H. Baldock
State Highway Engineer

Dictated by J. N. Nash/GS

Encl.

Oregon State Highway Department

Federal Aid Project
No. SN-FAP 180-E (2)

NECARNEY CREEK-NEAHKAHNIE MOUNTAIN SECTION OF THE OREGON COAST HIGHWAY IN TILLAMOOK COUNTY

(Estimate as basis for modified agreement. Based on low bid prices)

Salem, Oregon, February 3, 1944

Work Performed Prior to May 27, 1941

400	yd. mi.	Truck Haul	$ .12	$ 48.00
2,600	tons	3" - 0" Rock in Base	.40	1,040.00
160	tons	3/4" - 0" Rock in Footpath Foundation Course	2.00	320.00
80	tons	½" - 0" Rock in Footpath Wearing Surface	2.00	160.00
11,000	ton mi.	Hauling Base and Shoulder Material	.08	880.00
			Subtotal	$ 2,448.00
			10% Engr. & Cont.	244.80
			Total	$ 2,692.80

Work Performed Subsequent to May 27, 1941

800	cu. yds.	Slide Removal Excavation, Unclassified	$ .25	$ 200.00
2,300	tons	1¼" - 0" Rock in Base and Shoulders	.36	828.00
2,800	ton mi.	Hauling Base and Shoulder Material	.08	224.00
110	cu. yds.	Filler	.20	22.00
300	yd. mi.	Hauling Filler	.12	36.00
60	M-gals.	Sprinkling	1.00	60.00
0.88	mile	Preparation of Base	50.00	44.00
1,800	tons	Furnishing and Placing Aggregates	1.35	2,430.00
86	tons	Furnishing and Placing 121-150 Asphalt	22.50	1,935.00
16	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	18.00	288.00
			Subtotal	$ 6,067.00
			10% Engr. & Cont.	606.70
			Total	$ 6,673.70

Length	0.874 mile
Cost per mile, Roadway	$ 10,716.81

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	Federal Aid Funds	State Funds
Work Prior to May 27, 1941	$ 2,692.80	$ 1,650.00	$ 1,042.80
Work Subsequent to May 27, 1941	6,673.70	5,230.00	1,443.70
	$ 9,366.50	$ 6,880.00	$ 2,486.50

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

FORM E-123X 10M 9-44

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COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
ARTHUR W. SCHAUPP, MEMBER
KLAMATH FALLS
MERLE R. CHESSMAN, MEMBER
ASTORIA

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. B. McCULLOUGH
ASST. STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

January 17, 1945

FAP 180-H(2)

File

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing herewith seven copies of estimate as basis for modified agreement for the Necarney Creek-Neahkahnie Section, Project No. SN-FAP 180-H (2).

Very truly yours,

R. H. Baldock
State Highway Engineer

Dictated by J. W. Nash/GS

Encl.

RECEIVED
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FAP 180-G(3)

January 17, 1945

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing herewith seven copies of estimate as basis for modified agreement for the Arch Cape-Beach Creek Section, Project No. SN-FAP 180-G (3).

Very truly yours,

R. H. Baldock
State Highway Engineer

Dictated by J. N. Nash/GS

Encl.

Oregon State Highway Department

Federal Aid Project
No. SN-FAP 180-C (2)

ARCH CAPE-BEACH CREEK SECTION OF THE
OREGON COAST HIGHWAY IN CLATSOP AND TILLAMOOK COUNTIES

(Estimate as basis for modified agreement. Based on low bid prices.)

Salem, Oregon, February 2, 1944

Work Performed Prior to May 27, 1941

31,800	cu. yds.	Excavation at Sta. 377, Unclassified	$ .30	$ 9,540.00
			.25	1,750.00
7,000	cu. yds.	Slide Removal	.12	1,500.00
12,500	yd. mi.	Truck Haul	.40	3,000.00
7,500	tons	3" - 0" Rock in Base	.08	840.00
10,500	ton mi.	Hauling Base and Shoulder Materials	.20	400.00
2,000	cu. yds.	Filler	.12	420.00
3,500	yd. mi.	Hauling Filler	1.00	50.00
50	M-gals.	Sprinkling		
		Subtotal		$17,500.00
		10% Engr. & Cont.		1,750.00
		Total		$19,250.00

Work Performed Subsequent to May 27, 1941

40	cu. yds.	Trench Excavation, Unclassified	1.00	$ 40.00
12,200	cu. yds.	Excavation at Sta. 377, Unclassified	.30	3,660.00
			1.00	500.00
500	lin. ft.	12" Concrete Pipe	.40	280.00
700	tons	3" - 0" Rock in Base	.36	3,384.00
9,400	tons	1¼" - 0" Rock in Base and Shoulders	.08	1,160.00
14,500	ton mi.	Hauling Base and Shoulder Materials	.20	300.00
1,500	cu. yds.	Filler	.12	324.00
2,700	yd. mi.	Hauling Filler	1.00	90.00
90	M-gals.	Sprinkling	50.00	109.00
2.18	miles	Preparation of Base	1.35	5,197.50
3,850	tons	Furnishing and Placing Aggregates		
196	tons	Furnishing and Placing 121-150 Asphalt	22.50	4,410.00
30	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	18.00	540.00
		Subtotal		$19,994.50
		10% Engr. & Cont.		1,999.45
		Total		$21,993.95

Length	2.183 miles
Cost per mile	$18,893.24

SUMMARY OF FUNDS EXPENDED

Item	Total Cost	Federal Aid Funds	State Funds
Work Prior to May 27, 1941	$19,250.00	$11,750.00	$ 7,500.00
Work Subsequent to May 27, 1941	21,993.95	17,450.00	4,543.95
	$41,243.95	$29,200.00	$12,043.95

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

FORM [illegible] 9-44

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FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE
[illegible] FILING

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
ARTHUR W. SCHAUPP, MEMBER
KLAMATH FALLS
MERLE R. CHESSMAN, MEMBER
ASTORIA

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. B. McCULLOUGH
ASST. STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

FAP 180-G (3)

January 17, 1945

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

File

Dear Sir:

We are enclosing herewith seven copies of estimate as basis for modified agreement for the Arch Cape-Beach Creek Section, Project No. SN-FAP 180-G (3).

Very truly yours,

R. H. Baldock
State Highway Engineer

Dictated by J. W. Nash/GS

Encl.

180-H-2

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FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

November 7, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Final inspection of Oregon SN-FAP 180-H (2), Necarney Creek-Neahkahnie Mountain Section of the Oregon Coast Highway ______, was made by a representative of this office on October 30, 1941.

Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Sr. Highway Engineer

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180-G-3

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NOV 10 1941
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FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

November 7, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Final inspection of Oregon SN-FAP 180-G (3), Arch Cape-Beach Creek Section of the Oregon Coast Highway ____________, was made by a representative of this office on October 30, 1941.

Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Sr. Highway Engineer

Ron

Oregon State Highway Commission
SALEM, OREGON

Proposal
for
State Highway Construction

1859

Highway OREGON COAST

County CLATSOP AND TILLAMOOK

Section HUG POINT-MANZANITA

Kind of work 9.07 Mi. Bituminous Macadam Surfacing

Proposal of

Bids Received November 12, 1940

EXAMINED AND RECOMMENDED FOR APPROVAL
DIST. [illegible] (DATE) OCT 26 1940
REG. HDQTRS. (DATE) JUN 13 1941

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180-F-2

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

November 7, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Final inspection of Oregon SN-FAP 180-F (2), Short Sand Beach Section of the Oregon Coast Highway ______________, was made by a representative of this office on October 30, 1941.

Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L Caufield
L. J. Caufield
Sr. Highway Engineer

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FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

November 7, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Final inspection of Oregon SN-FAP 180-E (3), Arch Cape Tunnel Section of the Oregon Coast Highway ______, was made by a representative of this office on October 30, 1941.

Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Sr. Highway Engineer

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FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

Stencil No. 124

IN YOUR REPLY PLEASE
REFER TO FILE No. Oregon FAP 180-H (2)
Necarney Creek-Neahkahnie Mt. Section
Oregon Coast Highway

180-H-2

August 15, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the ____________ project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Sr. Highway Engineer

Encls.

Jon

WA-FPR-11473

Form P. R. 2

State Oregon

Federal Aid Project No. [illegible]-FAP [illegible]-E(2)

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 30th day of June, 1941

by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Federal Works Administrator, hereinafter called the Administrator, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 9th day of September, 19[illegible], a project statement, which was approved on the [illegible]th day of October, 19[illegible], for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated for the administration of the Federal Highway Act, has furnished surveys, plans, specifications, and estimates for Section E(2) of said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 26th day of October 19[illegible]; and

Whereas the Administrator has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of five thousand, seven hundred twenty and 00/100 dollars ($5,720.00) as the share of the United States payable under said act on account of Section E(2) of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Administrator do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State: Chapter 175, Laws 1917; Chapter 31, Laws 1929; Chapter 329, Laws 1939 (Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 220+00 in the SE¼ Section 16, T. 3 N., R. 10 W., W.M., the northerly end of Section C(3) of said project and survey station 267+00 in the NE¼ Section 16, T. 3 N., R. 10 W., W.M., the south end of Section B(3) of said project. (excepting therefrom the bridge between survey stations 244+62 and 245+42.)

, length 0.874 of a mile, in Tillamook County, being Section E(2) of Oregon Federal Aid project No. 120-E(2), consisting of 0.874 of a mile of roadway and no bridges, [illegible] of more than 20 feet clear span, [illegible]

HIGHWAY DEPARTMENT AUG 11 1941

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Administrator or his agents, and in accordance with the laws of said State, the rules and regulations of the Administrator, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Administrator or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Administrator, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section E(2) of said project shall not in any event exceed the sum of five thousand, seven hundred twenty and 00/100 dollars ($5,720.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of nine thousand, three hundred sixty-six and 90/100 dollars ($9,366.90), the approved total estimated cost of Section E(2) of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Administrator shall from time to time draw warrants on the Secretary of the Treasury for the payment to The State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Administrator after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

The Administrator reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chapter [illegible], Laws 1939 (Include reference to statute authorizing funds and probable amount annually available)

AUG 11 1941

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Administrator on the ______ day of JUL 28 1941, 19__

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell
Chairman, State Highway Commission
(Title of officer)

By ______
Member, State Highway Commission
(Title of officer)

By ______
Member, State Highway Commission
(Title of officer)

By ______
______
(Title of officer)

By ______
______
(Title of officer)

FEDERAL WORKS ADMINISTRATOR,

By H. J. O'Leary
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—11379

Form PR. 9—Revised

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Agency as Federal Aid Project No. [illegible]-FAP 160-E(2) State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $9,366.50 as the total estimated cost of said project, and the sum of $5,780.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this ______ day of ______________ one thousand nine hundred and JUL 28 1941

FEDERAL WORKS ADMINISTRATOR,

By H. J. O'Leary
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—10120

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FEDERAL WORKS AGENC
PUBLIC ROADS ADMINISTRATION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

STATE HIG

Stencil No. 124

IN YOUR REPLY PLEASE
REFER TO FILE No. Oregon FAP 180-G (3)
Arch Cape-Beach Creek Section
Oregon Coast Highway

180-G-3

August 15, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the ____________________ project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Sr. Highway Engineer

Encls.

Fon

Wa4pr-11472

Form P. R. 2

State Oregon

Federal Aid Project No. [illegible]-WAP [illegible](3)

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 30th day of June, 1941 by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Federal Works Administrator, hereinafter called the Administrator, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 9th day of September, 19[illegible], a project statement, which was approved on the 5th day of October, 19[illegible], for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated for the administration of the Federal Highway Act, has furnished surveys, plans, specifications, and estimates for Section [illegible](3) of said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 26th day of October 19[illegible]; and

Whereas the Administrator has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of twenty-five thousand, one hundred sixty and 00/100 dollars ($25,160.00) as the share of the United States payable under said act on account of Section [illegible](3) of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Administrator do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State : Chapter 175, Laws 1917; Chapter 11, Laws 1920; Chapter [illegible], Laws 1929 (Include date and citation of act of legislature by which authorized)

(*b*) From other sources
(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 376+00 at the north end of Section F(2) of said project in the SW¼, Section 5, T. 3 N., R. 10 W., W. M. and survey station [illegible]+00 in the NW¼, Section 31, T. 4 N., R. 10 W., W.M., the south end of Section E(3) of said project

, length 2.183 miles, in Clatsop and Tillamook Counties ~~County~~ being Section E(3) of Oregon Federal Aid project. No. [illegible]-FAP 180 consisting of 2.183 miles of roadway and no bridges, each of more than 20 feet clear span, ~~[illegible]~~.

16—11379 GPO

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CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Administrator or his agents, and in accordance with the laws of said State, the rules and regulations of the Administrator, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Administrator or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Administrator, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section 8(3) of said project shall not in any event exceed the sum of twenty-five thousand, one hundred sixty and 00/100 dollars ($25,160.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of forty-one thousand, two hundred forty-three and 95/100 dollars ($41,243.95), the approved total estimated cost of Section 8(3) of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Administrator shall from time to time draw warrants on the Secretary of the Treasury for the payment to

The State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)
of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Administrator after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

The Administrator reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chapter 529, Laws 1939
(Include reference to statute authorizing funds and probable amount annually available)

REC'D AUG 11 1941

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Administrator on the ______ day of JUL 29 1941, 19__

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell
Chairman, State Highway Commission
(Title of officer)

By Huron W. Clough
Member, State Highway Commission
(Title of officer)

By ______
Member, State Highway Commission
(Title of officer)

By ______
______
(Title of officer)

By ______
______
(Title of officer)

FEDERAL WORKS ADMINISTRATOR,

By H. J. O'Leary
Acting Commissioner of Public Roads.

Form PR. 8—Revised

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Agency as Federal Aid Project No. SS-FAP 180-C(3) State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 41,243.95 as the total estimated cost of said project, and the sum of $ 25,160.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this ______ day of ______ one thousand nine hundred and JUL 29 1941

FEDERAL WORKS ADMINISTRATOR,

By ______
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 10—10129

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SEP 12 1941
FOR FILING

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

POST OFFICE BUILDING
PORTLAND, OREGON

Stencil No. 124

IN YOUR REPLY PLEASE REFER TO FILE No. Oregon FAP 180-F (2)
Short Sand Beach Section
Oregon Coast Highway

180-F-2

August 15, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the ____________________ project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield

L. J. Caufield
Sr. Highway Engineer

Encls.

Kon

[illegible]-11471

Form P. R. 2

State Oregon

Federal Aid Project No. [illegible]-F(2)

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 30th day of June, 1941 by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Federal Works Administrator, hereinafter called the Administrator, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 9th day of September, 19[illegible], a project statement, which was approved on the 9th day of October, 19[illegible], for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated for the administration of the Federal Highway Act, has furnished surveys, plans, specifications, and estimates for Section F(2) of said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 26th day of October 19[illegible]; and

Whereas the Administrator has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of eight thousand, one hundred twenty and 00/100 dollars ($8,120.00) as the share of the United States payable under said act on account of Section F(2) of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Administrator do hereby mutually agree as follows:

16—11379

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

Article I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State ; Chapter 175, Laws 1917; Chapter 32, Laws 1920; Chapter 329, Laws 1939
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources
(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

Article II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 310+10 in the SW¼, Section 7, T. 3 N., R. 10 W., W. M., the north end of Section 3 of said project, and survey station 376+20 in the SW¼, Section 5, T. 3 N., R. 10 W., W. M., the southerly end of Section 3(3) of said project (excepting therefrom the bridge between survey stations 328+70 and 329+52

, length 1.215 miles, in Tillamook County, being Section 3(2) of Oregon Federal Aid project No. SS-FAP 169 consisting of 1.215 miles of roadway and no bridges, each of more than 20 feet clear span. ~~of mile in length~~

RECEIVED
AUG 11 1941
REGIONAL HIGHWAY [illegible]

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Administrator or his agents, and in accordance with the laws of said State, the rules and regulations of the Administrator, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Administrator or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Administrator, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section F(2) of said project shall not in any event exceed the sum of eight thousand, one hundred twenty and 00/100 dollars ($8,120.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of thirteen thousand, three hundred seven and 90/100 dollars ($13,307.90), the approved total estimated cost of Section F(2) of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Administrator shall from time to time draw warrants on the Secretary of the Treasury for the payment to The State Treasurer
(Official or depository)
hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Administrator after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

The Administrator reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chapter [illegible], Laws 1939
(Include reference to statute authorizing funds and probable amount annually available)

AUG 11 1941

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Administrator on the ______ day of JUL 29 1941, 19__

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell
Chairman, State Highway Commission
(Title of officer)

By ______
Member, State Highway Commission
(Title of officer)

By ______
Member, State Highway Commission
(Title of officer)

By ______
______
(Title of officer)

By ______
______
(Title of officer)

FEDERAL WORKS ADMINISTRATOR,

By H. J. O'Leary
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—11379

Form PR. 8—Revised

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Agency as Federal Aid Project No. SN-FAP 180-F(2) State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 13,307.80 as the total estimated cost of said project, and the sum of $ 8,120.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this ______ day of ______________ one thousand nine hundred and JUL 29 1941

FEDERAL WORKS ADMINISTRATOR,

By H. J. O'Leary
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—10139

Form PR. 9—Revised

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Agency as Federal Aid Project No. SS-FAP 180-F(2) State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 13,307.80 as the total estimated cost of said project, and the sum of $ 8,120.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this .... day of ....

one thousand nine hundred and JUL 29 1941

FEDERAL WORKS ADMINISTRATOR,

By H. J. O'Leary
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—10129

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RECEIVED
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FOR FILING

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

Stencil No. 124

IN YOUR REPLY PLEASE
REFER TO FILE NO. Oregon FAP 180-E (3)
Arch Cape Tunnel Section
Oregon Coast Highway

August 15, 1941

180-E-3

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the ____________________ project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Sr. Highway Engineer

Encls.

Jim

WA4PR-11470

Form P. R. 2

State Oregon

Federal Aid Project No. [illegible]-FAP 150-B(3)

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 30th day of June, 1941

by and between The Oregon State Highway Commission, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Federal Works Administrator, hereinafter called the Administrator, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 9th day of September, 19[illegible], a project statement, which was approved on the 9th day of October, 19[illegible], for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated for the administration of the Federal Highway Act, has furnished surveys, plans, specifications, and estimates for Section B(3) of said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 26th day of October 19[illegible]; and

Whereas the Administrator has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of two thousand, three hundred ninety and 00/100 dollars ($2,390.00) as the share of the United States payable under said act on account of Section B(3) of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Administrator do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

Article I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(a) By the State ; Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 329, Laws 1939 (Include date and citation of act of legislature by which authorized)

(b) From other sources (State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

Article II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 496+00 in the NW¼, Section 31, T. 4 N., R. 10 W., W.M., the northerly end of Section B(3) of said project and survey station 530+50 in the NW¼, Section 30, T. 4 N., R. 10 W., W. M., the south end of Section A(2) of said project, (excepting therefrom those portions between survey stations 503+42 and 515+70, and 520+84 and 522+50), length 0.386 of a mile~~s~~ in Clatsop County, being Section B(3) of Oregon Federal Aid project. No. SR-FAP 189, consisting of 0.386 of a mile~~s~~ of roadway and no bridges, none of more than 20 feet clear span~~s~~ ~~mile in length~~.

RECEIVED
AUG 11 1941

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Administrator or his agents, and in accordance with the laws of said State, the rules and regulations of the Administrator, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Administrator or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Administrator, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section B(3) of said project shall not in any event exceed the sum of two thousand, three hundred ninety and 00/100 dollars ($2,390.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of three thousand, nine hundred ten and 50/100 dollars ($3,910.50), the approved total estimated cost of Section B(3) of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Administrator shall from time to time draw warrants on the Secretary of the Treasury for the payment to

The State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Administrator after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

The Administrator reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chapter 503, Laws 1929

(Include reference to statute authorizing funds appropriated, amount annually available)

RECEIVED
AUG 11 1941

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Administrator on the ______ day of JUL 29 1941, 19__

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F Cabell
Chairman, State Highway Commission
(Title of officer)

By ______
Member, State Highway Commission
(Title of officer)

By ______
Member, State Highway Commission
(Title of officer)

By ______
______
(Title of officer)

By ______
______
(Title of officer)

FEDERAL WORKS ADMINISTRATOR,

By ______
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—11379

Form PR. 3—Revised

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Agency as Federal Aid Project No. SS-FAP 180-E(3) State of Oregon

Second. That in accordance with said provisions I have approved the sum of $ 3,910.50 as the total estimated cost of said project, and the sum of $ 2,390.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this ______ day of ______________ one thousand nine hundred and JUL 29 1941

Federal Works Administrator,

By H. J. O'Leary
Acting Commissioner of Public Roads.

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JUL 2 1941
FOR FILING

180-H-2

R

July 1, 1941

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed two signed copies of project agreement for the Necarney Creek-Neahkahnie Mountain Section, Project No. SN-FAP 180-H (2).

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

Encl.

RECEIVED
JUL 2 1941
FOR FILING

180-G-3

R.

July 1, 1941

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed two signed copies of project agreement for the Arch Cape-Beach Creek Section, Project No. SN-FAP 180-G (3).

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

Encl.

180-H-2

RECEIVED
JUN 20 1941

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1
POST OFFICE BUILDING
PORTLAND, OREGON

(Stencil #28)

RECEIVED
JUN 18 1941
STATE HIGHWAY COMMISSION

IN YOUR REPLY PLEASE REFER TO FILE No. Oregon SN-FAP 180-H (2)
Necarney Creek-Neahkahnie Mt. Sec.
Oregon Coast Highway.

June 17, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature and return to this office.

Enclosed is an approved copy of the detail estimate, upon which the agreement was based, together with approved copy of specifications.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Sr. Highway Engineer

RECEIVED
[illegible] 1941
FOR FILING

180-G-3

(Stencil 128)

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

POST OFFICE BUILDING
PORTLAND, OREGON

JUN 18 1941
STATE HIGH[illegible]

IN YOUR REPLY PLEASE
REFER TO FILE NO. Oregon SN-FAP 180-G (3)
Arch Cape-Beach Cr. Sec.
Oregon Coast Highway

June 17, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature and return to this office.

Enclosed is an approved copy of the detail estimate, upon which the agreement was based, together with approved copy of specifications.

Very truly yours,

W. H. LYNCH
District Engineer

By L Caufield
L. J. Caufield
Sr. Highway Engineer

RECEIVED
JUN 25 1941

180-F-2

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

(Stencil #28)

IN YOUR REPLY PLEASE
REFER TO FILE No. Ore. SN-FAP 180-F (2)
Short Sand Beach Sec.
Oregon Coast Highway

June 17, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature and return to this office.

Enclosed is an approved copy of the detail estimate, upon which the agreement was based, together with approved copy of specifications.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Sr. Highway Engineer

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FOR FILING

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

18 1941

180-E-3

UNITED STATES DEPARTMENT OF AGRICULTURE
(Stencil #28) BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

POST OFFICE BUILDING
PORTLAND, OREGON

IN YOUR REPLY PLEASE REFER TO FILE No. Oregon SN-FAP 180-E (3)
Arch Cape Tunnel Section
Oregon Coast Highway

June 17, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature and return to this office.

Enclosed is an approved copy of the detail estimate, upon which the agreement was based, together with approved copy of specifications.

Very truly yours,

W. H. LYNCH
District Engineer

By L. Caufield
L. J. Caufield
Sr. Highway Engineer

180-H-2

March 11, 1941

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

We are enclosing herewith seven copies of estimate as basis for project agreement for the Necarney Creek-Neahkahnie Mountain Section, Project No. FA 180-H (2).

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department   Federal Aid Project No. 180-E (2)

NECARNEY CREEK-NEAHKAHNIE MOUNTAIN SECTION
OF THE OREGON COAST HIGHWAY IN TILLAMOOK COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, February 17, 1940

Roadway

800	cu. yds.	Slide Removal Excavation, Unclassified	$ 0.25	$ 200.00
400	yd. mi.	Truck Haul	0.12	48.00
2,600	tons	3" - 0" Rock in Base	0.40	1,040.00
2,300	tons	1½" - 0" Rock in Base and Shoulders	0.36	828.00
160	tons	3/4" - 0" Rock in Footpath Foundation Course	2.00	320.00
80	tons	¼" - 0" Rock in Footpath Wearing Surface	2.00	160.00
13,800	ton mi.	Hauling Base and Shoulder Materials	0.08	1,104.00
110	cu. yds.	Filler	0.20	22.00
300	yd. mi.	Hauling Filler	0.12	36.00
60	M-gal.	Sprinkling	1.00	60.00
0.88	mile	Preparation of Base	50.00	44.00
1,800	tons	Furnishing and Placing Aggregates	1.35	2,430.00
86	tons	Furnishing and Placing 120-150 Asphalt	22.50	1,935.00
16	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	18.00	288.00
		Subtotal		$ 8,515.00
		10% Engr. & Cont.		851.50
		Total		$ 9,366.50

Length of Roadway   0.874 mile
Cost per mile, Roadway $ 10,716.81

Note: Oiling not to be constructed across bridge.

Federal Aid Funds- -	$ 5,720.00
State Funds- -	3,646.50
	$ 9,366.50

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

October 22, 1940

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

We are enclosing herewith seven copies of estimate and three copies of right of way statement for the Necarney Creek-Neahkahnie Mountain Section, Project No. FA 180-H (2).

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dictated by J. W. Nash/ER

Encl.

Oregon State Highway Department　　　　Federal Aid Project No. 180-H (2)

McCARNEY CREEK-NEAHKAHNIE MOUNTAIN SECTION

OF THE OREGON COAST HIGHWAY IN TILLAMOOK COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, October 22, 1940

Roadway

800	cu. yds.	Slide Removal Excavation, Unclassified	$ .30	$ 240.00
400	yd. mi.	Truck Haul	.12	48.00
2,600	tons	3" - 0" Rock in Base	.40	1,040.00
2,300	tons	1½" - 0" Rock in Base and Shoulders	.40	920.00
160	tons	3/4" - 0" Rock in Footpath Foundation Course	.70	112.00
80	tons	½" - 0" Rock in Footpath Wearing Surface	.70	56.00
13,800	ton mi.	Hauling Base and Shoulder Materials	.06	828.00
110	cu. yds.	Filler	.40	44.00
300	yd. mi.	Hauling Filler	.15	45.00
60	M-gal.	Sprinkling	1.50	90.00
0.88	mile	Preparation of Base	100.00	88.00
1,800	tons	Furnishing and Placing Aggregates	1.50	2,700.00
86	tons	Furnishing and Placing 121-150 Asphalt	22.00	1,892.00
16	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	20.00	320.00
			Subtotal	$ 8,423.00
			10% Engr. & Cont.	842.30
			Total	$ 9,265.30

Length of Roadway	0.874 mile
Cost per mile, Roadway	$ 10,601.02

Note: Oiling not to be constructed across bridge

Federal Aid Funds- -	$ 5,650.00
State Funds- -	3,615.30
	$ 9,265.30

NECARNEY CREEK-NEAHKAHNIE MOUNTAIN SECTION

FEDERAL AID PROJECT NO. 180-E (2)

All necessary right of way has been acquired for this project.

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

October 22, 1940

180-G-3

March 11, 1941

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

We are enclosing herewith seven copies of estimate as basis for project agreement for the Arch Cape-Beach Creek Section, Project No. FA 180-G (3).

Very truly yours,

R. H. BALDOCK
Chief Engineer
By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department   Federal Aid Project No. 180-C (3)

ARCH CAPE-BEACH CREEK SECTION OF THE OREGON COAST HIGHWAY IN CLATSOP AND TILLAMOOK COUNTIES

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, February 17, 1941

Roadway

40	cu. yds.	Trench Excavation, Unclassified	$ 1.00	$ 40.00
44,000	cu. yds.	Excavation at Sta. 377, Unclassified	0.30	13,200.00
7,000	cu. yds.	Slide Removal Excavation, Unclassified	0.25	1,750.00
12,500	yd. mi.	Truck Haul	0.12	1,500.00
500	lin. ft.	12" Concrete Pipe	1.00	500.00
8,200	tons	3" - 0" Rock in Base	0.40	3,280.00
9,400	tons	1½" - 0" Rock in Base and Shoulders	0.36	3,384.00
25,000	ton mi.	Hauling Base and Shoulder Materials	0.08	2,000.00
3,500	cu. yds.	Filler	0.20	700.00
6,200	yd. mi.	Hauling Filler	0.12	744.00
140	M-gal.	Sprinkling	1.00	140.00
2.18	miles	Preparation of Base	50.00	109.00
3,850	tons	Furnishing and Placing Aggregates	1.35	5,197.50
196	tons	Furnishing and Placing 121-150 Asphalt	22.50	4,410.00
30	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	18.00	540.00
			Subtotal	$ 37,494.50
			10% Engr. & Cont.	3,749.45
			Total	$ 41,243.95

Length	2.183 miles
Cost per mile	$ 18,893.24

Federal Aid Funds- -	$ 25,160.00
State Funds- -	16,083.95
	$ 41,243.95

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

RECEIVED
12 1941

180 F-2

March 11, 1941

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

We are enclosing herewith seven copies of estimate as basis for project agreement for the Short Sand Beach Section, Project No. FA 180-F (2).

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

E. H. Probert
Office Engineer

Dist. by J. N. Nash/GS

Encl.

Oregon State Highway Department Federal Aid Project No. 180-F (2)

SHORT SAND BEACH SECTION OF THE

OREGON COAST HIGHWAY IN TILLAMOOK COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, February 17, 1941

Roadway

1,500	cu. yds.	Slide Removal Excavation, Unclassified	$ 0.25	$ 375.00
750	yd. mi.	Truck Haul	0.12	90.00
3,700	tons	3" - 6" Rock in Base	0.40	1,480.00
6,900	tons	1½" - 6" Rock in Base and Shoulders	0.36	2,484.00
10,400	ton mi.	Hauling Base and Shoulder Materials	0.08	832.00
150	cu. yds.	Filler	0.20	30.00
650	yd. mi.	Hauling Filler	0.12	78.00
80	M-gal.	Sprinkling	1.00	80.00
1.22	miles	Preparation of Base	50.00	61.00
2,500	tons	Furnishing and Placing Aggregates	1.35	3,375.00
122	tons	Furnishing and Placing 120-150 Asphalt	22.50	2,745.00
26	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	18.00	468.00
			Subtotal	$ 12,098.00
			10% Engr. & Cont.	1,209.80
			Total	$ 13,307.80

Length of Roadway 1.215 mile
Cost per mile $ 10,952.92

Note: Oiling not to be constructed across bridge.

Federal Aid Funds- -	$ 8,120.00
State Funds- -	5,187.80
	$ 13,307.80

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

October 22, 1940

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

We are enclosing herewith seven copies of estimate and three copies of right of way statement for the Short Sand Beach Section, Project No. FA 180-F (2).

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dictated by J. W. Nash/ER

Encl.

Oregon State Highway Department		Federal Aid Project No. 180-F (2)

SHORT SAND BEACH SECTION OF THE

OREGON COAST HIGHWAY IN TILLAMOOK COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, October 22, 1940

Roadway

1,500	cu. yds.	Slide Removal Excavation, Unclassified	$ .30	$ 450.00
750	yds. mi.	Truck Haul	.12	90.00
3,700	tons	3" - 0" Rock in Base	.40	1,480.00
6,900	tons	1½" - 0" Rock in Base and Shoulders	.40	2,760.00
10,400	ton mi.	Hauling Base and Shoulder Materials	.06	624.00
150	cu. yds.	Filler	.40	60.00
650	yd. mi.	Hauling Filler	.15	97.50
80	M-gal.	Sprinkling	1.50	120.00
1.22	miles	Preparation of Base	100.00	122.00
2,500	tons	Furnishing and Placing Aggregates	1.50	3,750.00
122	tons	Furnishing and Placing 121-150 Asphalt	22.00	2,684.00
26	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	20.00	520.00
			Subtotal	$ 12,757.50
			10% Engr. & Cont.	1,275.75
			Total	$ 14,033.25

Length of Roadway 1.215 miles
Cost per mile $ 11,550.00

Note: Oiling not to be constructed across bridge.

Federal Aid Funds- $ 8,420.00
State Funds- 5,613.25

$ 14,033.25

SHORT SAND BEACH SECTION

FEDERAL AID PROJECT NO. 180-F (2)

All necessary right of way has been acquired for this project.

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

October 22, 1940

180-E-3

March 11, 1941

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

We are enclosing herewith seven copies of estimate as basis for project agreement for the Arch Cape Tunnel Section, Project No. FA 180-E (3).

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department   Federal Aid Project No. 180-E (3)

ARCH CAPE TUNNEL SECTION OF THE
OREGON COAST HIGHWAY IN CLATSOP COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, February 17, 1941

Roadway (Sta. 496+20 to 507+42) (Sta. 515+70 to 520+50)

12	cu. yds.	Trench Excavation, Unclassified	$ 1.00	$ 12.00
300	cu. yds.	Slide Removal Excavation, Unclassified	0.25	75.00
150	yd. mi.	Truck Haul	0.12	18.00
50	lin. ft.	18" Corr. Metal Pipe	2.10	105.00
1,300	tons	3" - 0" Rock in Base	0.40	520.00
1,000	tons	1½" - 0" Rock in Base and Shoulders	0.36	360.00
6,500	ton mi.	Hauling Base and Shoulder Materials	0.08	520.00
220	cu. yds.	Filler	0.20	44.00
200	yd. mi.	Hauling Filler	0.12	24.00
40	M-gal.	Sprinkling	1.00	40.00
0.38	mile	Preparation of Base	50.00	19.00
700	tons	Furnishing and Placing Aggregates	1.35	945.00
34	tons	Furnishing and Placing 121-150 Asphalt	22.50	765.00
6	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	18.00	108.00
			Subtotal	$ 3,555.00
			10% Engr. & Cont.	355.50
			Total	$ 3,910.50

Length of Roadway   0.386 mile
Cost per mile $ 10,130.82

Note: Oiling not to be constructed across bridge.

Federal Aid Funds- -	$ 2,390.00
State Funds- -	1,520.50
	$ 3,910.50

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 579, laws 1939
State Funds for Maintenance: Chap. 579, laws 1939

October 21, 1940

Mr. E. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed seven copies of estimate and three copies of right of way statement for the Arch Cape Tunnel Section, Project No. FA 180-E (3).

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dictated by J. W. Nash/ER

Encl.

Oregon State Highway Department   Federal Aid Project No. 180-E (3)

ARCH CAPE TUNNEL SECTION OF THE
OREGON COAST HIGHWAY IN CLATSOP COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, October 21, 1940

Roadway (Sta. 496+20 to 503+42) (Sta. 515+70 to 530+50)

12	cu. yds.	Trench Excavation, Unclassified	$1.00	$ 12.00
300	cu. yds.	Slide Removal Excavation, Unclassified	0.30	90.00
150	yd. mi.	Truck Haul	0.12	18.00
50	lin. ft.	18" Corr. Metal Pipe	2.00	100.00
1,300	tons	3" - 0" Rock in Base	0.40	520.00
1,000	tons	1¼" - 0" Rock in Base and Shoulders	0.40	400.00
6,500	ton mi.	Hauling Base and Shoulder Materials	0.06	390.00
220	cu. yds.	Filler	0.40	88.00
200	yd. mi.	Hauling Filler	0.15	30.00
40	M-gals.	Sprinkling	1.50	60.00
0.38	mile	Preparation of Base	100.00	38.00
700	tons	Furnishing and Placing Aggregates	1.50	1,050.00
34	tons	Furnishing and Placing 121-150 Asphalt	22.00	748.00
6	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	20.00	120.00
			Subtotal	$ 3,664.00
			10% Engr. & Cont.	366.40
			Total	$ 4,030.40

Length of Roadway   0.386 mile
Cost per mile $ 10,441.45

Note: Oiling not to be constructed across bridge

Federal Aid Funds- -	$ 2,460.00
State Funds- -	1,570.40
	$ 4,030.40

ARCH CAPE TUNNEL SECTION

FEDERAL AID PROJECT NO. 180-E (3)

All necessary right of way has been acquired for this project.

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

October 21, 1940

RECEIVED

180-H-2

November 9, 1940

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

We refer to your letter of October 26, concerning parking areas on the [illegible] Creek-[illegible] Mountain Section, Project 180-H (2).

We are sending herewith blueprints showing a design for "parking area separators" proposed to be used on this project, and, under separate cover, we are sending three copies of federal aid plans on which we have shown the positions in which the separators are proposed to be constructed.

You will note from the plans that some of the parking areas or stopping places are too narrow or too short to make the use of separators practicable. At these places, the separators will, of course, be omitted.

No development of the parking areas, other than the construction of the separators (and the walls and walks constructed under the grading contract), is contemplated, as our experience with similar areas elsewhere indicates that other marking and developing is undesirable. The areas, as you know, are not parking areas as much as they are stopping places at view points. Stops are of short duration and the areas are seldom crowded. Under the circumstances, controlled parking, requiring backing in and out and other maneuvering, is unnecessary and discourages the use of the areas for the purpose that they are intended to serve.

If our appraisal of the situation is found to be wrong, we will, of course, take whatever steps may be necessary to insure the proper use and maximum benefit of the areas.

Arrangements may be made for the construction of the concrete separator strips by C. C. C. forces. If not, the separators will be installed by state forces or by the contractor to whom the surfacing contract has been let.

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

SHP:HR

Encl.

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

October 26, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to P.S. & E. papers covering the proposed surfacing of Oregon Federal Aid Project 180-H (2), the Necarney Creek - Neahkahnie Mountain Section, which we are today forwarding with our recommendation for approval.

On December 13, 1939, we wrote you relative to the turnouts and parking areas on this project, to which you replied on January 22 and 23, 1940, advising that you did not have this data worked up but that you did contemplate working out the layout for this project prior to the letting of the surfacing contract.

In order that there may be no delay in advertising, we are recommending approval of this project. However, before concurring in an award of contract, submission of satisfactory plans for the separation of these parking areas from the travelled way and providing points of ingress and egress are desired.

Very truly yours,

W. H. LYNCH
District Engineer

By: F. E. Andrews
F. E. Andrews
Sr. Highway Engineer

October 26, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to P.S. & E. papers covering the proposed surfacing of Oregon Federal Aid Project 180-H (2), the Necarney Creek - Neahkahnie Mountain Section, which we are today forwarding with our recommendation for approval.

On December 13, 1939, we wrote you relative to the turnouts and parking areas on this project, to which you replied on January 22 and 23, 1940, advising that you did not have this data worked up but that you did contemplate working out the layout for this project prior to the letting of the surfacing contract.

In order that there may be no delay in advertising, we are recommending approval of this project. However, before concurring in an award of contract, submission of satisfactory plans for the separation of these parking areas from the travelled way and providing points of ingress and egress are desired.

Very truly yours,

W. H. LYNCH
District Engineer

By:

F. E. Andrews
Sr. Highway Engineer

RECEIVED
NOV 1 1940
FOR FILING

180-G-3

November 9, 1940

Mr. [illegible] Lynch
District Engineer
Public Roads Administration
P. O. Box 3800
Portland, Oregon

Dear Sir:

In reply to your letter of October 28, concerning parking areas on the Arch Cape-Beach Creek Section, Project 180-G (3), this will advise that such wide places in the road as may be used for stopping or parking purposes are too small for separation from the shoulder areas to which they are adjacent and that we, therefore, do not plan any separations for them.

The areas will be provided with suitable rock surfacings, but will not be oiled.

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

G. S. Probert
Office Engineer

GSP:KR

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

October 26, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to P.S. & E. papers covering the proposed surfacing of Oregon Federal Aid Project 180-G (3), Arch Cape - Beach Creek Section of the Oregon Coast Highway, which we are today forwarding with our recommendation for approval.

On December 13, 1939, we wrote you relative to the turnouts and parking areas on this project, to which you replied on January 22 and 23, 1940, advising that you did not have this data worked up but that you did contemplate working out the layout for this project prior to the letting of the surfacing contract.

In order that there may be no delay in advertising, we are recommending approval of this project. However, before concurring in an award of contract, submission of satisfactory plans for the separation of these parking areas from the travelled way and providing points of ingress and egress are desired.

Very truly yours,

W. H. LYNCH
District Engineer

By:
F. E. Andrews
Sr. Highway Engineer

October 26, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to P.S. & E. papers covering the proposed surfacing of Oregon Federal Aid Project 180-C (3), Arch Cape - Beach Creek Section of the Oregon Coast Highway, which we are today forwarding with our recommendation for approval.

On December 13, 1939, we wrote you relative to the turnouts and parking areas on this project, to which you replied on January 22 and 23, 1940, advising that you did not have this data worked up but that you did contemplate working out the layout for this project prior to the letting of the surfacing contract.

In order that there may be no delay in advertising, we are recommending approval of this project. However, before concurring in an award of contract, submission of satisfactory plans for the separation of these parking areas from the travelled way and providing points of ingress and egress are desired.

Very truly yours,

W. H. LYNCH
District Engineer

By:

F. E. Andrews
Sr. Highway Engineer

RECEIVED
FOR FILING

180-F-2

November 9, 1940

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

In your letter of October 26, concerning the Short Sand Beach Section of the Oregon Coast Highway, Project 180-F (2), you inquire as to when work will be undertaken on the parking area development near Short Sand Beach.

The C.C.C. forces by which the work is to be done moved into the previously established camp on November 5. It is anticipated that work on the parking area will be commenced within the next week or ten days.

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

SHP:MX

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

RECEIVED

October 26, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S. & E. documents for Oregon Federal Aid Project No. 180-F (2), Short Sand Beach Section of the Oregon Coast Highway, have today been recommended for approval, subject to final review and approval by the Commissioner of Public Roads. This is your authority for advertising.

Reference is made to your letter of January 23, 1940, enclosing prints of the proposed treatment of the parking places near Short Sand Beach with C.C.C. forces. We would appreciate advice as to when you anticipate this work will be undertaken.

Very truly yours,

W. H. LYNCH
District Engineer

By: F E Andrews
F. E. Andrews
Sr. Highway Engineer

October 26, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S. & E. documents for Oregon Federal Aid Project No. 180-F (2), Short Sand Beach Section of the Oregon Coast Highway, have today been recommended for approval, subject to final review and approval by the Commissioner of Public Roads. This is your authority for advertising.

Reference is made to your letter of January 23, 1940, enclosing prints of the proposed treatment of the parking places near Short Sand Beach with C.C.C. forces. We would appreciate advice as to when you anticipate this work will be undertaken.

Very truly yours,

W. E. LYNCH
District Engineer

By:

F. E. Andrews
Sr. Highway Engineer

October 26, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S. & E. documents for Oregon Federal Aid Project No. 180-F (2), Short Sand Beach Section of the Oregon Coast Highway, have today been recommended for approval, subject to final review and approval by the Commissioner of Public Roads. This is your authority for advertising.

Reference is made to your letter of January 23, 1940, enclosing prints of the proposed treatment of the parking places near Short Sand Beach with C.C.C. forces. We would appreciate advice as to when you anticipate this work will be undertaken.

Very truly yours,

W. H. LYNCH
District Engineer

By:

F. B. Andrews
Sr. Highway Engineer

177

January 23rd, 1940

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

Herewith please find the parking layout used at Short Sand Beach. This is in response to your letter of December 17th, in which you requested information as to the proposed treatment of the parking places along the Oregon Coast Highway in this vicinity.

We do not contemplate working out the layout for Neahkahnie Crest until immediately prior to the letting of the surfacing contract.

We had not planned to construct individual parking stalls but merely ingress and egress turnouts with some sort of a differential between the highway and the parking area such as a curb and gutter arrangement or box-wood hedge.

The layout at Short Sand Beach is being constructed by CCC forces.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

HGS:AR

180-E-3

RECEIVED
OCT 28 1940
FOR FILING

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

October 26, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Federal Aid Project No. 180-E (3), Arch Cape Tunnel Section of the Oregon Coast Highway, have today been recommended for approval, subject to final review and approval by the Commissioner of Public Roads. This is your authority to advertise for bids.

Prompt submission of the bid tabulation and agreement estimate will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

~~By~~ F E Andrews
F. E. Andrews
Sr. Highway Engineer

180-E-3

RECEIVED
OCT 28 1940
FOR FILING

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

October 26, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Federal Aid Project No. 180-E (3), Arch Cape Tunnel Section of the Oregon Coast Highway, have today been recommended for approval, subject to final review and approval by the Commissioner of Public Roads. This is your authority to advertise for bids.

Prompt submission of the bid tabulation and agreement estimate will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By F. E. Andrews

F. E. Andrews
Sr. Highway Engineer

October 21, 1940

Mr. H. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed seven copies of estimate and three copies of right of way statement for the Arch Cape-Beach Creek Section, Project No. FA 180-C (3).

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dictated by J. W. Nash/RR

Encl.

Oregon State Highway Department **Federal Aid Project No. 180-C (3)**

ARCH CAPE-BEACH CREEK SECTION OF THE
OREGON COAST HIGHWAY IN CLATSOP AND TILLAMOOK COUNTIES

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, October 21, 1940

Roadway

40	cu. yds.	Trench Excavation, Unclassified	$ 1.00	$ 40.00
44,000	cu. yds.	Excavation at Sta. 377, Unclassified	0.30	13,200.00
7,000	cu. yds.	Slide Removal Excavation, Unclassified	0.30	2,100.00
12,500	yd. mi.	Truck Haul	0.12	1,500.00
500	lin. ft.	12" Concrete Pipe	1.00	500.00
8,200	tons	3" - 0" Rock in Base	0.40	3,280.00
9,400	tons	1¼" - 0" Rock in Base and Shoulders	0.40	3,760.00
25,000	ton mi.	Hauling Base and Shoulder Materials	0.06	1,500.00
3,500	cu. yds.	Filler	0.40	1,400.00
6,200	yd. mi.	Hauling Filler	0.15	930.00
140	M-gals.	Sprinkling	1.50	210.00
2.18	miles	Preparation of Base	100.00	218.00
3,850	tons	Furnishing and Placing Aggregates	1.50	5,775.00
196	tons	Furnishing and Placing 121-150 Asphalt	22.00	4,312.00
30	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	20.00	600.00
			Subtotal	$ 39,325.00
			10% Engr. & Cont.	3,932.50
			Total	$ 43,257.50

Length 2.183 miles
Cost per mile $ 19,815.62

Federal Aid Funds- -	$ 26,390.00
State Funds- -	16,867.50
	$ 43,257.50

ARCH CAPE-BEACH CREEK SECTION

FEDERAL AID PROJECT NO. 180-C (3)

All necessary right of way has been acquired for this project.

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

October 21, 1940

CONTRACT# [redacted] 2385

FAP 138-A-1 Sexton Mountain Sec., 1940
Pacific Hwy.
#2385

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JUN 5 1942
FOR FILING

13r A-1

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

June 5, 1942

Subject: Request for release of warrants on final estimates.

To: Mr. H. B. Glaisyer
O-f-f-i-c-e

	Vou. #	Cont. #	Est. #	Name	Am't.	Wt. #	Note
1.	7278	2385	15-final	McNutt Bros.	7,114.87	223835	12/18/41, accepted
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
11.							
12.							

O.K.
DeSart

ACCOUNTING DIVISION

By ______________
Bookkeeping Dept.

Approved H B Glaisyer
Secretary

NOTED
D. G. DeSart

R.H. Baldock 138 - A - 1

ay 7th, 1942

FINAL COST ANALYSIS
Sexton Mountain Section
Pacific Highway in **Josephine** County
Contract 2385 Prefix 17-1104

McNutt Bros., Contractors

lenn E. Roberts, Resident Engineer

RECEIVED
MAY 20 1942
FOR FILING

NOTED

Item	Cost	Quantity		Unit Cost	Unit Bid	Gross Revenue
**Clearing and Cleanup	$4,586.40	54.6	Acre	$84.00	$320.00	$17,472.00
Grubbing	2,483.25	20.06	"	123.79	195.00	3,911.70
**Extra Clearing	475.44	5.66	"	84.00	200.00	1,132.00
Extra Grubbing	206.02	2.2	"	93.64	150.00	330.00
**Felling Danger Trees	71.20	71.2	Sq. Ft.	1.00	1.00	71.20
Trench Excav., Unclass.	5,843.27	4,836	Cu. Yd.	1.21	0.90	4,352.40
General Excav. Sta. 566-621, Unclass.	52,183.30	268,986.1	" "	0.194	0.22	59,176.94
General Excav. Sta. 621-630/40, Common	34,598.16	189,061	" "	0.183	0.22	41,593.42
General Excav., Solid Rock, Sta. 621-630/40	64,926.55	134,423.5	" "	0.483	0.22	29,573.17
General Excav. Sta. 630/40-667, Unclass.	6,836.44	27,790.4	" "	0.246	0.22	6,113.89
Truck Haul	38,541.60	387,205.3	Yd. Mi.	0.10	0.08	30,976.42
Rounding Cutbanks	651.25	7,736	Lin. Ft.	0.084	0.10	773.60
Finishing Roadbed & Slopes	842.70	1.85	Mile	455.51	400.00	740.00
9" Perf. Corr. Metal Pipe	1,276.03	1,104	Lin. Ft.	1.16	1.20	1,324.80
24" Extra Strength Metal Pipe	1,903.57	404	" "	4.71	4.40	1,777.60
18" Concrete Pipe	534.52	303	" "	1.76	2.40	727.20
24" " "	357.57	147	" "	2.43	3.10	455.70
18" Extra Strength Concrete Pipe	852.07	438	" "	1.95	2.70	1,182.60
24" Extra Strength Concrete Pipe	2,751.57	1,038	" "	2.65	3.50	3,633.00
36" Extra Strength Concrete Pipe	4,908.94	804	" "	6.11	7.50	6,030.00

Sexton Mountain Section Final Cost Analysis

Item	Cost	Quantity	Unit Cost	Unit Bid	Gross Revenue
Gravel Backfill in Drains	$369.39	209 Cu. Yd.	$1.75	$2.00	$418.00
*Class "A" Concrete	13,331.25	592.5 " "	22.50	22.50	13,331.25
*Metal Reinforcement	4,946.70	98,934 Lbs.	0.05	0.05	4,946.70
Guard Rail	1,271.18	1,060 Lin. Ft.	1.20	1.20	1,272.00
Pit Run Gravel in Surfacing	753.32	1,010 Cu. Yd.	0.75	0.90	909.00
3/4"-0 Mat'l in Surfacing	958.40	345 " "	2.78	3.00	1,035.00
Sprinkling	273.59	146.25 M-Gal.	1.87	2.00	292.50
PA #1, 9" Corr. Metal Pipe 90-degree Elbow	7.34	1	7.34	7.75	7.75
*PA #2, Cement Adjustment	78.21	27.25	2.87	2.87	78.21
Force Account	3,581.48				4,122.77
	$250,400.71				$237,760.82

Total Cost	$250,400.71
Gross Revenue	237,760.82
Net Loss	$12,639.89

Net Loss Equals 5.32% of Gross Revenue

Contract 2385
Details of Cost

Labor:

Supervision	$2,235.75	
Labor	62,527.12	
State Industrial Accident Insurance	4,209.58	
Unemployment Compensation	1,942.89	
Old Age Benefit	647.63	
		$71,562.97

Materials:

9" Perf. C.I.P.	1,104	lin. ft.	at	$0.927	$1,023.41	
9" Bands	46		"	1.251	57.55	
24" Extra Str. C.I.P.	404	lin. ft.	"	3.77	1,523.08	
24" Bands	20		"	4.00	80.00	
18" Concrete Pipe	303	lin. ft.	"	1.42	430.26	
24" " "	147	" "	"	1.90	279.30	
18" Extra Str. Concrete Pipe	438	" "	"	1.60	700.80	
24" " " " "	1,038	" "	"	2.15	2,231.70	
36" " " " "	804	" "	"	5.30	4,261.20	
Gravel For Backfill	9	cu. yd.	"	0.75	6.75	
" " "	200	" "	"	0.50	100.00	
Guard Rail	1,060	lin. ft.	"	0.85	904.20	
3/4"-0 Mat'l in Surf.	345	cu. yd.	"	1.25	431.25	
9" C.I.P. 90-degree Elbow	1		"	6.34	6.34	
						12,035.84

Miscellaneous:

Equipment Rental (Incl. Repairs)	$66,065.90	
Gas, Oil & Grease	24,306.70	
Move In	9,471.71	
Small Tools & Misc. Expense	8,425.90	
Explosives	21,707.62	
Drilling Expense	792.80	
Overhead Expense	2,460.61	
Home Office Expense	8,072.59	
Bond	2,008.87	
		143,312.70

Sub-Contracted to John L. Patterson & McCarter & Powers:

Clearing & Cleanup	54.6 Acres at $84.00	$4,586.40	
Extra Clearing	5.66 " " 84.00	475.44	
Felling Danger Trees	71.2 Sq. Ft. at $1.00	71.20	
			5,133.04

Contract 2385
Details of Cost (Cont'd)

Sub-Contracted to Snook Bros.:

Class "A" Concrete	592.5 cu. yd.	at	$22.50	$13,331.25	
Metal Reinforcement	98,934 lbs.	"	0.05	4,946.70	
Cement Adjustment	27.25 bbl.	"	2.87	78.21	
					$18,356.16
		Total Cost			$250,400.71

Contract 2385
Box Culverts
Snook Bros., Sub-Contractors
Final Cost Analysis

Item	Cost	Quantity	Unit Cost	Unit Bid	Gross Revenue
Class "A" Concrete	$13,136.57	592.5 Cu. Yd.	$22.17	$22.50	$13,331.25
Metal Reinforcement	4,962.71	98,934 Lbs.	0.05	0.05	4,946.70
Cement Adjustment	________	27.25 Bbl.		2.87	78.21
	$18,099.28				$18,356.16

Gross Revenue	$18,356.16
Total Cost	18,099.28
Net Profit	$256.88

Net Profit Equals 1.40% of Gross Revenue

Details of Cost

Labor:

Supervision	$989.45	
Labor	5,734.64	
State Industrial Accident Insurance	369.83	
Unemployment Compensation	201.72	
Old Age Benefit	67.24	
		$7,362.88

Materials:

Cement	943.85 bbl. at $2.87	$2,708.85	
Sand	270 cu. yd. at $2.25	607.50	
Aggregate	540 " " " 2.00	1,080.00	
Metal Reinforcement	98,934 lbs. " 0.035	3,462.69	
			7,859.04

Miscellaneous:

Equipment Rental (Incl. Repairs)	$703.30	
Gas, Oil & Grease	350.50	
Move In	357.00	
Misc. Expense	373.00	
Overhead Expense	209.00	
Home Office Expense	151.00	
Form Lumber	550.00	
Bond	183.56	
		2,877.36
Total Cost		$18,099.28

Contract 2385

Remarks:

This was a "Regular Federal Aid Project" and consisted of the construction of 1.91 miles of highway roadbed, three concrete box culverts, 1,050 cu. yd. of gravel surfacing and other incidental work. The contract was bid and awarded November 12th, 1940. Work was started December 3rd, 1940 and completed October 25th, 1941.

The clearing, extra clearing and felling of danger trees were subcontracted at a price per acre much lower than was bid on the contract so that the principal contractor made a substantial gain on these items. Clearing was quite heavy in some places, consisting of fir, hemlock and laurel. The sub-contractors' costs were considerably in excess of their price of $84.00 per acre.

General excavation Station 566 to 621 Unclassified, was about 90% common and 10% solid, nearly all moved by cats and scrapers with a little ripping; Station 621 to 630/40, Common, was the overburden of the summit cut and was moved with cats and scrapers; Station 621 to 630/40, Solid Rock, was the first section of rock to be taken from the summit cut. Powder averaged about ½ lb. per cu. yd. of rock, and drilling and shooting costs averaged about $0.23 per cu. yd. The material shot well and was excavated by a 2½-yard semi-diesel shovel and 4-yard trucks. General excavation, Station 630/40 to 667, Unclassified, was about 75% Common and 25% Solid. Most of it was moved with cats, scrapers and rippers. A bulldozer and a sheepsfoot roller were used to spread and compact fill material. All general excavation was bid at a leveled price of $0.22 per cu. yd. Leveled cost was $0.255 per cu. yd. or a loss of $0.03½ per cu. yd. on a total of 620,260 cu. yd. This loss was greater than the gain on clearing items and was the principal cause of the net loss on the contract.

A slight profit was made on pipe items due to adequate bid prices.

The box culverts were sub-contracted to Snook Bros. at bid prices for Class "A" concrete and metal reinforcement.

Pit run gravel in surfacing was excavated from the bank of Graves Creek about 2 miles from the north limit of the job. 3/4" - 0 Material in surfacing was bought from the Rogue River Sand & Gravel Co. in Grants Pass, which required a haul of 12-3/4 miles to the south limit of the job. A small profit was made on those items.

This job was efficiently operated with good equipment. The loss to the contractor was due almost entirely to inadequate bid prices.

E. H. Clymer
Cost Analyst

By . . M. G. Smith

RECEIVED
APR 29 1942
FOR FILING

138-A-1

April 29, 1942

Maryland Casualty Company
Hansen & Rowland, Inc.
Title & Trust Building
Portland, Oregon

Gentlemen:

You are hereby notified that state highway contract No. 2385 for work on the Sexton Mountain Section of the Pacific Highway, in Josephine County, has been completed by the contractor, McNutt Bros., and that final settlement will be made on or after May 9, 1942.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is served upon you since you appear as surety on the bond furnished by the above-mentioned contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractor in connection with this contract will be $237,760.82, including final payment, of which $4,122.77 is for force account work. This contract was completed on October 25, 1941, and was accepted by the State Highway Commission on December 18, 1941.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

AM

NOTED
D. G. DeBart

RECEIVED
MAR 2 1 1942
FOR FILING

128-A-1

March 19, 1942

Maryland Casualty Company
Hansen & Rowland, Inc., of Oregon
Public Service Building
Portland, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to McNutt Brothers on contract No. 2385, covering grading on the Sexton Mountain Section of the Pacific Highway, in Josephine County. This payment, in the amount of $12,595.83, will be made on or after March 30, 1942. The retained percentage is $7,133.38.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

Kindly acknowledge receipt of this letter.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

MM

RECEIVED
FEB 5 1942
FOR FILING

138-A-1

February 5, 1942

McNutt Brothers
351½ East Broadway
Eugene, Oregon

Gentlemen:

The State Highway Commission, at its meeting on December 18, 1941, granted you the extension of time requested, from August 31 to October 25, 1941, without penalty, in connection with state highway contract No. 2385 for grading the Sexton Mountain Section of the Pacific Highway, in Josephine County.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

AM

cc - K. D. Lytle

RECEIVED
APR 15 1942
FOR FILING

138-A-1

OREGON STATE HIGHWAY COMMISSION

10/16/41

Salem, Oregon
October 28, 1941

Agreement with Postal
Telegraph Co.
CYA 635

Mr. J. W. DeSouza
Assistant Attorney

Dear Sir:

I am returning to you, herewith, two copies of the agreement between the State Highway Commission and the Postal Telegraph Company, relative to the reconstruction of the company's pole line over the Sexton Mountain Section of the Pacific Highway, in Josephine County. These are fully executed.

You asked me to return both copies to you, which I am doing, and I will be pleased if you will furnish me one fully executed copy for the Commission's records and files.

Very truly yours,

Secretary

HBG:RS

RETURNED TO

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 2, 1941

Subject:

To: Mr. H. B. Glaisyer
Secretary
Office

Dear Sir:

Herewith we hand you for execution by the Highway Commission two signed copies of agreement between the State of Oregon, by and through its State Highway Commission, and the Postal Telegraph Company, with reference to pole line on Sexton Mountain.

The agreement already has been executed by the Postal Telegraph Company and approved by this office as to form.

Kindly return both copies to us for further handling after execution by the Commission.

both copies returned to DeSouza 10/28/41

Yours very truly,

J. W. DeSouza
J. W. DeSOUZA
Assistant Attorney

Enclosures
JWD:AW

REFERRED TO
Mr [illegible]
BY SECRETARY

[illegible] COMMISSION
DATE 10-17-41
Secretary

Form E-1—6M—10-40

1R

138-a-1

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending October 25th., 1941, 19

Section Sexton Mountain

Kind of work Grading

Highway Pacific

Section prefix 17 - 1104

Contractor McNutt Brothers

Contract number 2385

Date of contract November 12th., 1940, 19

Date of completion August 31st., 1941, 19

Date work started December 3rd., 1940, 19

Estimated date of completion Oct. 25th., 1941, 19

Amount of contract $ 236,390.00

Per cent of time elapsed 125%%

Estimated cost of completed project, exclusive of engineering $ 252,545.00

Per cent of contract completed, based on total contract price 100%%

Engineering cost to date, $ 11,300.00, 4.80%%

Date project was completed October 25th., 1941 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor completed job Saturday October 25th., 1941.

OCT 27 1941

NOTED
RAY WEBBER

NOTED
H. N. HACKETT

NOTED
H. C. SMITH

NOTED
E. M. BOOTH

Signed E. Roberts

Address P. O. Box 306, Grants Pass, Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	1.91				
Miles partially completed	XXXXX				
Miles completed	1.91				
Total estimated quantities	595,000				
Estimated quantities moved or placed to date	595,000				
Average daily quantities	XXXXXXX				
Average daily quantities necessary to complete project on time	XXXXXXX				
Number shifts per day	1				
Hours per shift	8				
Average force on project for week	30				

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels 1, Power graders 1, Rollers ...., Mixers ...., Crushing or screening plants ....,

Compressors ...., Bulldozers 1, Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Showers		
Monday	Fair		
Tuesday	Fair		
Wednesday	Fair		
Thursday	Fair		
Friday	Fair		
Saturday	Fair		

RECEIVED
DEC 4 1940
FOR FILING

138-A-1

December 3, 1940

McNutt Brothers
351½ E. Broadway
Eugene, Oregon

Gentlemen:

We are sending you by express today a fully executed copy of contract No. 2385, awarded to you on November 12, 1940, for 1.91 miles of grading on the Sexton Mountain Section of the Pacific Highway, in Josephine County.

This copy is for your records and files.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

RS

RECEIVED
DEC 4 1940
FOR FILING

128-A-1

December 3, 1940

Maryland Casualty Company
Hansen & Rowland, Inc. of Oregon
Public Service Bldg.
Portland, Oregon

Gentlemen:

We are sending you by express today a fully executed copy of contract No. 2385, which was awarded to McNutt Brothers on November 12, 1940, for grading on the Sexton Mountain Section of the Pacific Highway, in Josephine County.

This copy is being sent to you as you appear as surety on the bond, and is for your records and files.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

RS

RECEIVED
NOV 18 1940
FOR FILING

138-A-1

November 16, 1940

McNUTT BROS.
351½ East Broadway
Eugene, Oregon

Gentlemen:

We are sending you today by express four copies of Contract No. 2385 which was awarded to you by the State Highway Commission on November 12, 1940, covering the grading of the Sexton Mountain Section of the Pacific Highway in Josephine County.

Kindly execute all four copies of this contract as to agreement and bond and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 6 (page 15) of the printed General Provisions, relating to the Workmen's Compensation Act. You are expected to accept the terms of this act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the paragraph on the same page relating to payment by the contractor of amounts due hospital associations, etc.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

MHL.

November 14, 1940

McNutt Brothers
351½ East Broadway
Eugene, Oregon

Gentlemen:

The State Highway Commission on November 12, 1940, awarded you the contract for 1.91 miles grading on the Sexton Mountain Section of the Pacific Highway, in Josephine County. This award was based on your low bid of $236,390.00 submitted on that date.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

STATE HIGHWAY COMMISSION

By

AH Secretary

cc - Mr. S. H. Probert
Mr. C. S. Paxson

RECEIVED
SEP 19 1941
FOR FILING

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

November 12, 1940

138-a-1

#2385

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon Federal Aid Project No. 138-A (1), Sexton Mountain Section of the Pacific Highway, to McNutt Bros., Eugene, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

By F. E. Andrews

F. E. Andrews
Sr. Highway Engineer

RECEIVED
NOV 4 1940
FOR FILING

138-A-1

October 31, 1940

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

We refer to your letter of October 22, concerning the clearing of a right of way for pole lines in connection with the Sexton Mountain Project, F. A. 138-A (1).

As information with which to answer the inquiries made in your letter is not at hand, and as it is now apparent that considerable negotiation will be required to develop a satisfactory cooperative arrangement with reference to the clearing work concerned, we will, if you have no objection, consider this clearing a non-participating item and defray its cost with State money.

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

SHP:ER

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

October 22, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Mr. Probert's letter of October 10 in reply to ours of October 4 relative to the franchise provisions with relation to the relocation of the telephone and telegraph lines on FAP 138-A (1), the Sexton Mountain Section.

We note that you state that no franchise is involved and that the existing lines are on privately controlled rights of way so that you are unable to force them to move at their expense, also it will be necessary to provide right of way, clear it and move the lines thereon.

In further review of the plans the lines at the south end of the project are apparently on private land. However, the balance of the pole line is along the old road where, at least the part within this project, it has not been fenced off and can be travelled. Whether this old road was returned to the property holders along it or what disposition was made of the old right of way has a bearing on this subject.

It will be necessary that we have further detailed information before our Washington Office will approve the item of clearing the 60-ft. strip for the telephone and telegraph line right of way. While no franchise probably is involved, there must certainly be court decisions covering this matter, and further information is necessary to clarify this matter.

Very truly yours,

W. H. LYNCH
District Engineer

By LJCaufield
L. J. Caufield
Sr. Highway Engineer

M E-30 REVISED 25M 9-40

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 29, 1940

Subject:

To: Mr. J. M. Devers
Office

Dear Sir:

Last Friday I called on Mr. J. L. Perry with reference to telephone company easements on the Sexton Mountain Section on the Pacific Highway in Josephine County.

Mr. Perry showed me copies of the following easements:

A. B. Pratt, February 5, 1923, covering the southwest quarter of the southwest quarter of Section 14, Township 34 South, Range 6 West.

Phoebe Ann Ward, January 31, 1923. This description reads the "West one-quarter of the northwest quarter of Section 23, Township 34 South, Range 6 West, W. M.", although I think this is a typographical error as it was intended to cover the west one-half of the northwest quarter. The same easement also covers the southeast quarter of the southeast quarter of Section 22, Township 34 South, Range 6 West, which easement is not material in connection with this project.

G. W. Dyche and J. F. Mail, dated April 12, 1923, covering the northwest quarter of the southwest quarter of Section 23, Township 34 South, Range 6 West, W. M.

The easements run to The Pacific Telephone and Telegraph Company, its successors and assigns, and each contains the following language: "with the right to erect and maintain poles, with the necessary wires and fixtures thereon and to keep the same free from foliage." A copy of the present form which is being used by the company is attached hereto.

Mr. Perry advised me that it is his belief that no clearing was necessary at the time the poles were placed, as the location at that point was along improved land which had been cleared.

I did not request Mr. Perry to go to the trouble of typing up and sending us copies of the original easements but he offered to furnish these to us if it should become necessary.

The company has another easement from a Mr. Smith on property to the north, but this would not seem to be affected by the proposed change.

Yours very truly,

J. W. DeSOUZA
Assistant Attorney

JWD:AW
cc Mr. S. H. Probert
Mr. H. G. Smith

R

October 24, 1940

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 5900
Portland, Oregon

Dear Sir:

We are sending, under separate cover, five bid proposals for the Sexton Mountain Section, Project No. FA 158-A (1).

These proposals have been revised by changing the time of opening bids to November 12, 1940.

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dist. by J. W. Nash/ER

RECEIVED
OCT 11 1940
FOR FILING

138-A-1

October 10, 1940

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

We refer to your letter of October 4, requesting copies of franchise provisions which have to do with the relocation of telephone and telegraph lines on the Sexton Mountain Section of the Pacific Highway, Project 138-A (1).

In the case referred to, no franchise is involved. The existing lines are on privately controlled rights of way. The companies refuse to move them at their own expense and there is no law under which we can force them to move at their own expense. This leaves us with no alternative but to provide a right of way for them, to clear it and to move the lines onto it.

We could have cleared a wider area for the highway and placed the pole lines within the limits of that area, as is usual practice, but it seemed best from an aesthetic standpoint to place the lines farther from the highway and leave a fringe of trees between them and the highway. No very considerable additional clearing cost is involved in so doing, and it seems to us that clearing so done is quite as eligible for federal participation as is clearing for telephone lines when made to immediately adjoin the clearing for the highway.

If further information appears necessary to clarify this matter, please let us know.

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

SHP:ER

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

October 4, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to the P.S.& E. for Oregon Federal Aid Project No. 138-A (1), the Sexton Mountain Section of the Pacific Highway.

As to the eligibility of the clearing of the 60-ft. strip for use of the telephone and telegraph lines, we do not have sufficient information to determine this question and suggest you forward to us the franchise requirements regarding relocation of the company's lines and the State responsibility for the cost of such work.

Very truly yours,

W. H. LYNCH
District Engineer

By

F. E. Andrews
Sr. Highway Engineer

R

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

RECEIVED
SEP 26 1940
OREGON
STATE HIGHWAY COMMISSION

September 24, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S. & E. documents for Oregon Federal Aid Project No. 138-A (1), Sexton Mountain Section of the Pacific Highway, are this date being recommended for approval. This is your authority to advertise, subject to final review and approval by the Commissioner of Public Roads.

Our concurrence in award of contract will necessarily be withheld until all right of way has been obtained.

Very truly yours,

W. H. LYNCH
District Engineer

By: F E Andrews
F. E. Andrews
Sr. Highway Engineer

R

September 19, 1940

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

We are enclosing herewith seven copies of estimate and three copies of right of way statement to accompany plans and specifications for the Sexton Mountain Section, Project No. FA 138-A (1).

Five bid proposals, four standard contract forms and five sets of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

J. W. Nash
Asst. Office Engineer

JWN:ER

Encl.

Oregon State Highway Department　　　　Federal Aid Project No. 138-A (1)

SEXTON MOUNTAIN SECTION OF THE
PACIFIC HIGHWAY IN JOSEPHINE COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, September 19, 1940

Clearing and Grading (Sta. 566+00 to 630+40)
(Sta. 634+00 to 667+00)

52	acres	Clearing and Cleaning-up	$ 200.00	$ 10,400.00
14	acres	Grubbing	150.00	2,100.00
4	acres	Extra Clearing	200.00	800.00
4	acres	Extra Grubbing	150.00	600.00
50	sq. ft.	Felling Danger Trees	2.00	100.00
2,600	cu. yds.	Trench Excavation, Unclassified	1.00	2,600.00
257,000	cu. yds.	General Excavation, Sta. 562 to 621, Unclassified	.18	46,260.00
213,000	cu. yds.	General Excavation, Sta. 621 to 630+40, Common	.20	42,600.00
135,000	cu. yds.	General Excavation, Sta. 621 to 630+40, Solid Rock	.45	60,750.00
27,000	cu. yds.	General Excavation, Sta. 630+40 to 667, Unclassified	.20	5,400.00
440,000	yd. mi.	Truck Haul	.10	44,000.00
10,000	lin. ft.	Rounding Cutbanks	.10	1,000.00
1.85	miles	Finishing Roadbed and Slopes	300.00	555.00
750	lin. ft.	9" Corr. Metal Pipe	1.10	825.00
420	lin. ft.	24" Extra Strength Corr. Metal Pipe, Protected Invert	3.25	1,365.00
300	lin. ft.	18" Concrete Pipe	2.00	600.00
160	lin. ft.	24" Concrete Pipe	3.00	480.00
30	lin. ft.	36" Concrete Pipe	5.50	165.00
320	lin. ft.	18" Extra Strength Concrete Pipe	2.25	720.00
1,060	lin. ft.	24" Extra Strength Concrete Pipe	3.25	3,445.00
850	lin. ft.	36" Extra Strength Concrete Pipe	6.00	5,100.00
10	lin. ft.	Metal Ditch Lining No. 30	1.20	12.00
30	lin. ft.	Metal Ditch Lining No. 42	1.50	45.00
160	cu. yds.	Rock or Gravel Backfill in Drains	2.50	400.00
600	cu. yds.	Class "A" Concrete	22.00	13,200.00
90,000	lbs.	Metal Reinforcement	.06	5,400.00
1,100	lin. ft.	Guard Rail	1.10	1,210.00

800	cu. yds.	Pit-run Gravel in Surfacing	$ 1.00	$ 800.00
250	cu. yds.	3/4" - 0" Material in Surfacing	2.75	687.50
70	cu. yds.	Filler	.50	35.00
70	yd. mi.	Hauling Filler	.20	14.00
60	M-gal.	Sprinkling	2.00	120.00
			Subtotal	$251,788.50
			10% Engr. & Cont.	25,178.85
			Total	$276,967.35

Length 1.847 miles
Cost per mile $ 149,955.25

Clearing (Sta. 630+40 to 634+00)

2	acres	Clearing and Cleaning-up	$200.00	$ 400.00
1	acre	Grubbing	150.00	150.00
			Subtotal	$ 550.00
			10% Engr. & Cont.	55.00
			Total	$ 605.00

Length .068 miles
Cost per mile $ 8,897.05

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	Federal Aid Funds	State Funds
Clearing and Grading	$276,967.35	$49,891.00	$227,076.35
Clearing	605.00	109.00	496.00
	$277,572.35	$50,000.00	$227,572.35

Oregon State Highway Department Federal Aid Project No. 138-A (1)

SEXTON MOUNTAIN SECTION OF THE PACIFIC HIGHWAY IN JOSEPHINE COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, September 19, 1940

Clearing and Grading (Sta. 566+00 to 630+40) (Sta. 634+00 to 667+00)

52	acres	Clearing and Cleaning-up	$ 200.00	$ 10,400.00
14	acres	Grubbing	150.00	2,100.00
4	acres	Extra Clearing	200.00	800.00
4	acres	Extra Grubbing	150.00	600.00
50	sq. ft.	Felling Danger Trees	2.00	100.00
2,600	cu. yds.	Trench Excavation, Unclassified	1.00	2,600.00
257,000	cu. yds.	General Excavation, Sta. 566 to 621, Unclassified	.18	46,260.00
213,000	cu. yds.	General Excavation, Sta. 621 to 630+40, Common	.20	42,600.00
135,000	cu. yds.	General Excavation, Sta. 621 to 630+40, Solid Rock	.45	60,750.00
27,000	cu. yds.	General Excavation, Sta. 630+40 to 667, Unclassified	.20	5,400.00
440,000	yd. mi.	Truck Haul	.10	44,000.00
10,000	lin. ft.	Rounding Cutbanks	.10	1,000.00
1.85	miles	Finishing Roadbed and Slopes	500.00	925.00
750	lin. ft.	9" Corr. Metal Pipe	1.10	825.00
420	lin. ft.	24" Extra Strength Corr. Metal Pipe, Protected Invert	3.75	1,575.00
300	lin. ft.	18" Concrete Pipe	2.00	600.00
160	lin. ft.	24" Concrete Pipe	3.00	480.00
30	lin. ft.	36" Concrete Pipe	5.50	165.00
320	lin. ft.	18" Extra Strength Concrete Pipe	2.25	720.00
1,060	lin. ft.	24" Extra Strength Concrete Pipe	3.25	3,445.00
850	lin. ft.	36" Extra Strength Concrete Pipe	6.00	5,100.00
10	lin. ft.	Metal Ditch Lining No. 30	1.20	12.00
30	lin. ft.	Metal Ditch Lining No. 42	1.50	45.00
160	cu. yds.	Rock or Gravel Backfill in Drains	2.50	400.00
600	cu. yds.	Class "A" Concrete	22.00	13,200.00
90,000	lbs.	Metal Reinforcement	.06	5,400.00
1,100	lin. ft.	Guard Rail	1.10	1,210.00

800	cu. yds.	Pit-run Gravel in Surfacing	$ 1.00	$ 800.00
250	cu. yds.	3/4" - 0" Material in Surfacing	2.75	687.50
70	cu. yds.	Filler	.50	35.00
70	yd. mi.	Hauling Filler	.20	14.00
60	M-gal.	Sprinkling	2.00	120.00
			Subtotal	$251,788.50
			10% Engr. & Cont.	25,178.85
			Total	$276,967.35

Length 1.847 miles
Cost per mile $ 149,955.25

Clearing (Sta. 630+40 to 634+00)

2	acres	Clearing and Cleaning-up	$200.00	$ 400.00
1	acre	Grubbing	150.00	150.00
			Subtotal	$ 550.00
			10% Engr. & Cont.	55.00
			Total	$ 605.00

Length .068 miles
Cost per mile $ 8,897.05

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	Federal Aid Funds	State Funds
Clearing and Grading	$276,967.35	$49,891.00	$227,076.35
Clearing	605.00	109.00	496.00
	$277,572.35	$50,000.00	$227,572.35

SEXTON MOUNTAIN SECTION

PROJECT NO. FA 138-A (1)

While negotiations for right of way are in progress, some eleven parcels have not been acquired, nor has the right to occupy and use these parcels been secured, but it is now believed that all necessary right of way can be made fully available within twelve days.

R. H. BALDOCK
Chief Engineer

By

J. W. Nash
Asst. Office Engineer

September 19, 1940

CONTRACT# [redacted] 2386

189-D-2 Cottage Grove Sec., Pacific 1940
Hwy., Roadside Improvement
#2386

R.H. Baldock 189-15-2

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FOR FILING

May 8th, 1942

FINAL COST ANALYSIS
Cottage Grove Roadside Improvement
Contract 2386 Prefix 20-1116

E. L. Gates, Contractor

E. E. Umphlette, Resident Engineer

Item	Cost	Quantity	Unit Cost	Unit Bid	Gross Revenue
Right of Way Cleanup	$22.08	100%	$22.08	$50.00	$50.00
Removal of Old Pavement	284.67	656.28 Sq. Yd.	0.43	0.50	328.14
Grading & Sloping	198.62	33.5 Hours	5.93	5.00	167.50
Loading Mat'l in Trucks	50.00	269 Cu. Yd.	0.19	0.25	67.25
Truck Haul	33.34	134.5 Yd. Mi.	0.25	0.25	33.63
*Irrigating Pipe Lines	375.00	100%	375.00	425.00	425.00
Furn. & Plac. Topsoil	488.49	681.5 Cu. Yd.	0.72	0.80	545.20
Preparation for Seeding	15.92	2.08 Acre	7.65	20.00	41.60
Seeding Areas to Grass and Alfalfa	41.05	2.13 "	19.27	15.00	31.95
Peat Moss	99.29	22 Bales	4.51	4.50	99.00
Commercial Tankage	75.11	1.05 Tons	71.53	65.00	68.25
*PA #1, Furn. & Plant. Trees & Shrubs	750.00	100%	750.00	800.00	800.00
**PA #2, Add. Irrig. Pipe Lines & Trench	46.08	126.8 Lin. Ft.	0.3634	0.3634	46.08
	$2,470.65				$2,703.60

NOTED

Gross Revenue	$2,703.60
Total Cost	2,470.65
Net Profit	$232.95

Net Profit Equals 8.61% of Gross Revenue

* Sub-contracted to Knight Pearcy

** " " " C. S. Whitcomb

Contract 2386

Details of Cost

Labor:			
Supervision		$40.00	
Labor		407.53	
State Industrial Accident Insurance		29.07	
Unemployment Compensation		13.44	
Old Age Benefit		4.48	$494.52
Materials:			
Grass, Clover & Alfalfa Seed		$33.86	
Peat Moss	22 Bales at $2.00	44.00	
Commercial Tankage	1.05 Ton " 57.60	59.54	137.40
Miscellaneous:			
Equipment Rental (Incl. Repairs)		$145.00	
Gas, Oil & Grease		75.00	
Miscellaneous Expense		282.05	
Overhead Expense		54.24	
Home Office Expense		97.04	
Bond		14.32	667.65
Sub-Contracted to Knight Pearcy:			
Furn. & Plant Trees & Shrubs		$750.00	
Sub-Contracted to C. S. Whitcomb:			
Irrigating Pipe Lines		375.00	
Add. Irrig. Pipe Lines & Trench		46.08	1,171.08
	Total Cost		$2,470.65

Contract 2386

Remarks:

This was a "Regular Federal Aid Project" and consisted of light grading work, installation of underground irrigating pipe line, furnishing and planting trees and shrubs, preparing for seeding and seeding two acres to grass and clover and other incidental work.

The contract was bid and awarded November 12th, 1940. Work was started November 18th, 1940 and completed April 30th, 1941.

Removal of old pavement was done with a light shovel and trucks.

Grading and sloping was done with rented equipment on a period basis rather than an hourly basis so that the down time caused a loss on this item.

Loading materials in trucks, truck haul, furnishing and placing topsoil were all done with good equipment, and the work was well organized so that these items showed a profit.

Irrigating pipe lines was sub-contracted to C. S. Whitcomb who made a small profit in addition to wages. The material for this item cost $158.42, and labor cost was $157.04.

As topsoil was carefully placed, there was little work to perform in preparing for seeding, and a good profit resulted on this item.

The cost of seed alone exceeded the bid on this item for seeding grass and alfalfa so a loss occurred on this item.

Commercial tankage was bid too low, and this item showed a slight loss.

Furnishing and planting trees and shrubs was sub-contracted to Knight Pearcy at a figure $50.00 less than the price bid.

A small profit was made due to good sub-contract prices and fair bid prices.

E. H. Clymer
Cost Analyst

By . . M. G. Smith

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NOV - 6 1941
FOR FILING

R.

189-D-2

November 6, 1941

General Casualty Co. of America
Dooly & Company
Board of Trade Building
Portland, Oregon

Gentlemen:

You are hereby notified that state highway contract No. 2386 for work on the Cottage Grove Section of the Pacific Highway in Lane County, has been completed by the contractor, E. L. Gates, and that final settlement will be made on or after November 17, 1941.

The state is not advised of any unpaid claims for labor, or materials, or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is served upon you since you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractor in connection with this contract will be $2,703.60, including final payment, and that no force account work was performed therein.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

BS

NOTED
D. C. DeSart

189-D-2

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JUN 27 1941

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

RECEIVED
JUN 25 1941
OREGON
STATE HIGHWAY COMMISSION

POST OFFICE BUILDING
PORTLAND, OREGON

Stencil No. 3.

IN YOUR REPLY PLEASE
REFER TO FILE No.________

June 20, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Final inspection of Oregon FAP 189-D (2), Cottage Grove Section of the Pacific Highway, was made by a representative of this office on June 12, 1941. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By T. M. Davis
T. M. Davis
Sr. Highway Engineer

RECEIVED
MAY 13 1941
FOR FILING

189-D-2

May 12, 1941

General Casualty Company of America
Dooly & Company B
Board of Trade Building
Portland, Oregon

Dear Sirs:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to E. L. Gates, Trail, on contract No. 2386, on Cottage Grove Section of the Pacific Highway, in Lane County. This payment, in the amount of $349.95, will be made on or after May 22, 1941. The retained percentage is $240.00.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Kindly acknowledge receipt of this letter.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

CA

NOTED
D. G. DeSart

Form E-1-5M-5-40

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

189-N-2

For Week Ending May 3, 1941

Section Cottage Grove

Kind of work Roadside Improvement

Highway Pacific

Section prefix 20-1116

Contractor E. L. Gates

Contract number 2368 86

Date of contract Nov. 12, 1940

Date of completion May 15, 1941

Date work started Nov. 17, 1940

Estimated date of completion April 30, 1941

Amount of contract $ 2,811.50

Per cent of time elapsed 144/156 92 %

Estimated cost of completed project, exclusive of engineering $ 2,924.00

Per cent of contract completed, based on total contract price 98 %

Engineering cost to date, $ 168.69, 6 %

Date project was completed April 30, 1941, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

-PROGRESS BY CONTRACTOR-

Contractor completed project on April 30th by seeding grass areas as shown on plans.

-PROGRESS BY ENGINEER-

Landscape Inspector was on the job until completion. Semi - Final Estimate is being submitted to Division Office today.

NOTED
H. N. HACKETT

RECEIVED
MAY 5 - 1941
OFFICE OF
CONST. [illegible] ENGINEER

NOTED
RAY WEBBER

Signed E. E. Umphlette
E. E. Umphlette, Res. Engr.
Address Box 507 Eugene, Oregon

NOTED
VAN SCOY

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
	TOP SOIL	SEEDING			REMOVAL
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities	600 C.Y.				720 Sq. Yd.
Estimated quantities moved or placed to date	681 " "				660 Sq. Yd.
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day		1			
Hours per shift		8			
Average force on project for week		3			

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men	2					1	3
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....,

Compressors ...., Bulldozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	Showers		
Saturday	Cloudy		

STATE PRINTING DEPT.

189-D-2

Stencil No. 124

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APR 16 1941
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FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

Oregon FAP 189-D(2), Roadside
Improvement of the Cottage Grove
Section of the Pac.Highway

April 10, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the _______________ project agreement and certificate for the above-numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L Caufield
L. J. Caufield
Sr. Highway Engineer

Encl.

Jon

7.

Waypr-9641

Form P. R. 2

State Oregon

Federal Aid Project No. 183-D(2)

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 4th day of March, 1941

by and between the Oregon State Highway Commission, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Federal Works Administrator, hereinafter called the Administrator, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 9th day of November, 1932, a project statement, which was approved on the 24 day of December, 1932, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated for the administration of the Federal Highway Act, has furnished surveys, plans, specifications, and estimates for Section D(2) of said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 22d day of October 1940; and

Whereas the Administrator has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of one thousand, eight hundred ninety and no/100 dollars ($1,890.00) as the share of the United States payable under said act on account of Section D(2) of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Administrator do hereby mutually agree as follows:

10—11379

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

Article I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(a) By the State : Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939. (Include date and citation of act of legislature by which authorized)

(b) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

Article II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 760+33.4 at the intersection of Sixth and Main Streets in Cottage Grove and survey station 810+55.9 in the NW 1/4 of Section 33, T. 20 S., R. 3 W., W. M.

, length 0.799 of a mile~~s~~, in Lane County,

being Section D(2) of Oregon Federal Aid project No. 189, consisting of

0.799 of a mile~~s~~ of/ ~~roadway and~~ roadside improvement. ~~[illegible]~~

~~of a mile in length.~~

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Administrator or his agents, and in accordance with the laws of said State, the rules and regulations of the Administrator, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Administrator or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Administrator, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section D(2) of said project shall not in any event exceed the sum of one thousand, eight hundred ninety and no/100 dollars ($1,890.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of three thousand, ninety-two and 65/100 dollars ($3,092.65), the approved total estimated cost of Section D(2) of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Administrator shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Administrator after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

The Administrator reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 529, Laws 1929. (Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Administrator on the ______ day of MAR 21 1941, 19__

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell
Chairman, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By ______
Member, State Highway Commission
(Title of officer)

By ______
______
(Title of officer)

By ______
______
(Title of officer)

FEDERAL WORKS ADMINISTRATOR,

By O'Leary
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—11379

Form PR. 3—Revised

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Agency as Federal Aid Project No. 189-D(2). State of Oregon.

Second. That in accordance with said provisions I have approved the sum of $3,092.65 as the total estimated cost of said project, and the sum of $1,890.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this ______ day of ______ one thousand nine hundred and MAR 21 1941

Federal Works Administrator,

By ______
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—10139

RECEIVED
JAN 24
F[illegible]

189-D-2

January 17, 1941

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

We are enclosing herewith seven copies of estimate as basis for project agreement for the Cottage Grove Section, Project No. FA 189-D (2).

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department Federal Aid Project No. 189-D (2)

COTTAGE GROVE SECTION OF THE PACIFIC HIGHWAY IN LANE COUNTY

(Estimate as basis for project agreement. Based on 1940 bid prices.)

Salem, Oregon, January 7, 1941

Inside City of Cottage Grove (Sta. 768+37.4 to 797+35)

All Required		Right of Way Clean-up		$ 35.00
80	sq. yds.	Removal of Old Pavement	$ .50	40.00
15	hours	Grading and Sloping	5.00	75.00
70	cu. yds.	Loading Material in Trucks	.25	17.50
35	yd. mi.	Truck Haul	.25	8.75
All Required		Irrigating Pipe Line		425.00
220	cu. yds.	Furnishing and Placing Topsoil	.80	176.00
All Required		Furnishing and Planting Trees and Shrubs (70%)		595.00
.5	acre	Preparation for Seeding	20.00	10.00
.2	acre	Seeding Shoulders to Grass and Clover	15.00	3.00
1.0	acre	Seeding Areas to Grass and Alfalfa	15.00	15.00
40	bales	Peat Moss	4.50	180.00
1.2	tons	Commercial Tankage	65.00	78.00
			Subtotal	$ 1,658.25
			10% Engr. & Cont.	165.82
			Total	$ 1,824.07

Length 0.560 mile
Cost per mile $ 3,257.26

Outside City of Cottage Grove (Sta. 797+35 to 810+55.9)

All Required		Right of Way Clean-up	$	$ 15.00
640	sq. yds.	Removal of Old Pavement	.50	320.00
20	hours	Grading and Sloping	5.00	100.00
130	cu. yds.	Loading Materials in Trucks	.25	32.50
65	yd. mi.	Truck Haul	.25	16.25
380	cu. yds.	Furnishing and Placing Topsoil	.80	304.00
All Required		Furnishing and Planting Trees, Shrubs and Vines (30%)		255.00
.8	acre	Preparation for Seeding	20.00	16.00

.5	acre	Seeding Shoulders to Grass and Clover	$ 15.00	$ 7.50
1.5	acre	Seeding Areas to Grass and Alfalfa	15.00	22.50
10	bales	Peat Moss	4.50	45.00
.3	ton	Commercial Tankage	65.00	19.50
			Subtotal	$ 1,153.25
			10% Engr. & Cont.	115.33
			Total	$ 1,268.58

Length .239 mile
Cost per mile $ 5,307.86

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	Federal Aid Funds	State Funds
Work Inside City	$ 1,824.07	$ 1,115.00	$ 709.07
Work Outside City	1,268.58	775.00	493.58
	$ 3,092.65	$ 1,890.00	$ 1,202.65

State Funds for Construction: Chap. 275, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

(Stencil #28)

IN YOUR REPLY PLEASE REFER TO FILE NO. Oregon FAP 189-D (2)
Cottage Grove Section
Pacific Highway

POST OFFICE BUILDING
PORTLAND, OREGON

February 14, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature and return to this office.

Enclosed is an approved copy of the detail estimate, upon which the agreement was based, together with approved copy of specifications.

Very truly yours,

W. H. LYNCH
District Engineer

By L Caufield
L. J. Caufield
Sr. Highway Engineer

October 17, 1940

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed seven copies of estimate to accompany plans and specifications for the Cottage Grove Section, Project No. FA 169-D (2).

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dictated by J. W. Nash/ER

Encl.

COTTAGE GROVE SECTION

PROJECT NO. FA 189-D (2)

All necessary right of way has been acquired for this project.

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

October 17, 1940

Oregon State Highway Department Federal Aid Project No. 189-D (2)

COTTAGE GROVE SECTION OF THE PACIFIC HIGHWAY IN LANE COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon; October 17, 1940

Inside City of Cottage Grove (Sta. 768+33.4 to 797+95)

All Required	Right of Way Clean-up		$ 60.00
80 sq. yds.	Removal of Old Pavement	$ .40	32.00
15 hours	Grading and Sloping	5.00	75.00
70 cu. yds.	Loading Material in Trucks	.50	35.00
35 yd. mi.	Truck Haul	.20	7.00
All Required	Irrigating Pipe Lines		500.00
220 cu. yds.	Furnishing and Placing Topsoil	1.00	220.00
All Required	Furnishing and Planting Trees and Shrubs (70%)		350.00
.5 acre	Preparation for Seeding	20.00	10.00
.2 acre	Seeding Shoulders to Grass and Clover	17.00	3.40
1.0 acre	Seeding Areas to Grass and Alfalfa	20.00	20.00
40 bales	Peat Moss	4.00	160.00
1.2 tons	Commercial Tankage	60.00	72.00
		Subtotal	$ 1,544.40
		10% Engr. & Cont.	154.44
		Total	$ 1,698.84

Length	0.560 mile
Cost per mile	$ 3,033.64

Outside City of Cottage Grove (Sta. 797+95 to 810+55.9)

All Required	Right of Way Clean-up		$ 40.00
640 sq. yds.	Removal of Old Pavement	$ .40	256.00
20 hours	Grading and Sloping	5.00	100.00
130 cu. yds.	Loading Materials in Trucks	.50	65.00
65 yd. mi.	Truck Haul	.20	13.00
380 cu. yds.	Furnishing and Placing Topsoil	1.00	380.00
All Required	Furnishing and Planting Trees and Shrubs (30%)		150.00
.8 acre	Preparation for Seeding	20.00	16.00
.5 acre	Seeding Shoulders to Grass and Clover	17.00	8.50

1.5	acres	Seeding Areas to Grass and Alfalfa	$ 20.00	$ 30.00
10	bales	Peat Moss	4.00	40.00
.3	ton	Commercial Tankage	60.00	18.00
			Subtotal	$ 1,116.50
			10% Engr. & Cont.	111.65
			Total	$ 1,228.15

Length	.239 mile
Cost per mile	$ 5,138.70

SUMMARY OF FUNDS REQUESTED

	Total Cost	Federal Aid Funds	State Funds
Work Inside City	$ 1,698.84	$ 1,039.00	$ 659.84
Work Outside City	1,228.15	751.00	477.15
	$ 2,926.99	$ 1,790.00	$ 1,136.99

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

November 12, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon Federal Aid Project No. 189-D (2), Cottage Grove Section of the Pacific Highway, to E. L. Gates, Trail, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

By

F. E. Andrews
Sr. Highway Engineer

CEIVED
24 19

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

October 22, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S. & E. documents for Oregon Federal Aid Project 189-D (2), the Cottage Grove Section of the Pacific Highway, have today been recommended for approval, subject to final review and approval by the Commissioner of Public Roads. This is your authority for advertising.

Prompt submission of the bid tabulation and agreement estimate will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By F. E. Andrews
F. E. Andrews
Sr. Highway Engineer

RECEIVED
DEC 4 1940
FOR FILING

189-D-2

December 3, 1940

Mr. E. L. Gates
Trail, Oregon

Dear Sir:

We are forwarding to you by express today a fully executed copy of contract No. 2386, for roadside improvement on the Cottage Grove Section of the Pacific Highway in Lane County, which was awarded to you on November 12, 1940.

This copy is for your records and files.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

RS

RECEIVED
DEC 4 1940
FOR FILING

189-D-2

December 3, 1940

General Casualty Co. of America
Dooly & Co.,
Board of Trade Bldg.
Portland, Oregon

Gentlemen:

We are sending you today by express a fully executed copy of contract No. 2346, which was awarded to E. L. Gates, on November 12, 1940, for roadside improvement work on the Cottage Grove Section of the Pacific Highway, in Lane County.

This copy is being sent to you since you appear as surety on the bond and is for your records and files.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

RB

FORM 5-A-1 10M 7-37

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. YOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

IN REPLY PLEASE
REFER TO FILE NO.

RECEIVED
DEC 3 1940
FOR FILING

189-D-2

SALEM
~~Roseburg~~, Oregon
November 22, 1940

Mr. W. H. Lynch, District Engineer
Public Roads Administration
P.O. Box 3000
Portland, Oregon

NOTED
State Highway Engineer

Dear Sir:

Work started November 18, Cottage Grove Section of the Pacific Highway, Contract No. 2286, FA 189-D (2).

Very truly yours,

E. E. Umphlette
Resident Engineer

EEU: le
cc/ R. H. Baldock
L. D. Lytle

RECEIVED
1 194
FOR FILE

189-D-2

November 15, 1940

Mr. E. L. Oates
Trail, Oregon

Dear Sir:

We are sending you today by parcel post four copies of Contract No. 2386 which was awarded to you by the State Highway Commission on November 12, 1940, covering the construction of roadside improvement on the Cottage Grove Section of the Pacific Highway, in Lane County.

Kindly execute all four copies of this contract as to agreement and bond and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 6 (page 15) of the printed General Provisions, relating to the Workmen's Compensation Act. You are expected to accept the terms of this Act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the paragraph on the same page, relating to payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

MBL

NOTED
D. G. DeSart

RECEIVED
NOV 1[illegible] 1940
FOR [illegible]

November 14, 1940

Mr. E. L. Gates
Trail, Oregon

Dear Sir:

The State Highway Commission on November 12, 1940, awarded you the contract for 0.80 mile roadside improvement on the Cottage Grove Section of the Pacific Highway, in Lane County. This award was based on your low bid of $2,811.50 submitted on that date.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AM

cc - S. H. Probert
G. S. Paxson

CONTRACT# [redacted] 2387

121-1008 Nashville Bridge Section
Eddyville-Blodgett Secon. 1940

#2387

RECEIVED
OCT 11 1941
FOR FILING

121-1008

R

October 10, 1941

Mr. J. F. Johnston
600 Sheridan Street
Newberg, Oregon

Dear Sir:

The State Highway Commission, at its meeting on July 24, 1941, granted you the extension of time from June 30 to July 30, 1941, in connection with contract No. 2387, for construction of the Nashville Bridge, on the Eddyville-Blodgett Secondary State Highway, in Lincoln County, subject to the condition that you reimburse the state for extra engineering expense insurred subsequent to the specified date of completion of the project.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

RS

cc - F. D. Mason

R

RECEIVED
AUG 29 1941
FOR FILING

127-1008

August 29, 1941

Columbia Casualty Company
Ethel M. Johnston, Agent
Newberg, Oregon

Gentlemen:

You are hereby notified that State Highway contract No. 2387 for work on the Nashville Bridge Section of the Eddyville-Blodgett Highway, in Lincoln County, has been completed by the contractor, J. F. Johnston, and that final settlement will be made on or after September 8, 1941.

There is a claim filed against this project, of which you have been previously notified, in the amount of $60.06.

This notice is served upon you since you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contrastor in connection with this contract will be $13,201.95, and that no force account work was performed therein. This contract was completed on July 23, 1941, and has not yet been accepted by the Commission.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

RS

NOTED
D. [illegible]. DeSart

RECEIVED
OCT - 3 1941
FOR FILING

121-1008

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 28, 1941

Subject:

To: Mr. H. B. Glaisyer
Secretary
Office

Dear Sir:

For your information, Mr. J. F. Johnston completed the work on Contract No. 2387, Nashville Bridge Section of the Eddyville-Blodgett Highway in Lincoln County, on July 23, 1941. Will you please secure authority from the Commission to pay the final estimate on this job.

Very truly yours,

G. S. Paxson
Bridge Engineer

By W A Reeves

W. A. Reeves
Bridge Office Engineer

CAG CM

APPROVED BY HIGHWAY COMMISSION
DATE Sept 5 1941
Secretary

RECEIVED
AUG 7 1941
F [illegible]

R

121-1008

August 6, 1941

Columbia Casualty Company
Ethel M. Johnston, Agent
Newberg, Oregon

Gentlemen:

We have received through the office of the Secretary of State copies of a notice of claim by the City of Corvallis in the amount of $60.06, against J. F. Johnston, for work on the bridge approach at Nashville, on the Eddyville-Blodgett Highway, in Lincoln County, being state highway contract No. 2387.

Inasmuch as you are surety for the contractor on this job, we hand you herewith, for your information and such action as is necessary, a copy of this notice of claim.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

RE

cc J. F. Johnston
800 Sheridan St.
Newberg, Oregon

NOTED
D. [illegible] DeSart

August 6, 1941

Honorable Earl Snell
Secretary of State
Salem, Oregon

Dear Sir:

This acknowledges receipt of your letter of August 4, enclosing three copies of a notice of claim by the City of Corvallis, in the amount of $60.06, against J. F. Johnston for work on the bridge approach at Nashville, Eddyville-Blodgett Highway, in Lincoln County, being State Highway Contract No. 2387.

We have noted this claim in our records of this job and will today forward to the contractor and his surety copies of the notice thereof.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

RS

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

-6 1941

August 4, 1941

Oregon State Highway Commission
Salem, Oregon

Gentlemen: Attention Mr. H. B.Glaisyer

There are enclosed for your information and files, three copies of a notice of clim by City of Corvallis for $60.06 against the bond taken from J.F. Johnston, principal, and Columbia Casualty Company, surety, for work on the bridge approach at Nashville, Oregon, which was received and filed today.

Please acknowledge receipt of the copies in order to complete our files.

Very truly yours,

Earl Snell
Secretary of State

S:FM
encs. 3

CITY OF CORVALLIS
HOME OF OREGON STATE COLLEGE
CORVALLIS, OREGON

August 1, 1941

To Secretary of State
Salem, Oregon

Notice is hereby given that the undersigned, the City of Corvallis, has a claim for Rental of Roller and other labor performed in the sum of $60.06 against the bond taken from the Columbia Casualty Company for the work of J. F. Johnston, contractor, on bridge approach at Nashville, Oregon.

C. L. WILLEY

City Engineer,
City of Corvallis.

Endorsed; File No. 2991
Filed August 4, 1941
EARL SNELL, Secretary of State

[illegible]
FOR FILING

121-1008

July 30, 1941

Mr. C. L. Willey
City Engineer
Corvallis, Oregon

Dear Mr. Willey:

This will acknowledge receipt of your letter of July 28, advising us of the claim of the City of Corvallis against Buskirk and West, for equipment used in construction of the approach to the Nashville Bridge, on the Eddyville-Blodgett Highway, in Lincoln County, which claim is in the amount of $60.06.

The contract to which you refer is state highway contract No. 2387. It was awarded by the State Highway Commission to contractor J. F. Johnston, whose address is 800 Sheridan St., Newberg. Evidently Mr. Johnston sublet the bridge approach work to another contracting firm, which undoubtedly was Buskirk and West.

In connection with this contract Mr. Johnson was required to furnish the state with a surety bond for the protection of claimants. This bond was written by the Columbia Casualty Company, for whom Mrs. Ethel M. Johnston is agent, address Newberg. This bond can be held responsible for the payment of the claim, regardless of the fact that this claim was incurred by the subcontractor on the job. I would suggest, therefore, that you file notice of your claim with the bonding company, and also with the Secretary of State, in accordance with the provisions of Chapter 517, Oregon Laws of 1939, mimeographed copy of which is enclosed.

In accordance with our usual practice, we are today notifying the contractor and his surety that your claim has been filed.

In the event that you do not secure satisfaction of your claim by folowing the above procedure then, of course, it will be necessary for you to sue on the bond.

Very truly yours,

HBO:RS
encl.

Secretary

NOTED
D. C. DeSart

July 30, 1941

Columbia Casualty Company
Mrs. Ethel M. Johnston, Agent
Newberg, Oregon

Gentlemen:

This is to inform you that we have received from the City of Corvallis notice of its claim against Buskirk and West, subcontractors under J. F. Johnston, for the construction of the Nashville Bridge on the Eddyville Blodgett Highway, in Lincoln County, Contract No. 2387. The claim was in the amount of $60.06 and is for services of a man and roller used in connection with the construction of the bridge approaches. This information is given you inasmuch as you appear as surety on the bond furnished by Mr. Johnston in connection with this job.

Very truly yours,

Secretary

HBG:RS

cc J. F. Johnston
800 Sheridan St.
Newberg, Oregon

OFFICERS
H. W. HAND, Mayor.
RALPH P. SCHINDLER, Municipal Judge
MARGARET E. LOWE, City Treasurer
CHAS. DEVIN, Chief of Police
JAY L. LEWIS, City Attorney
CHAS. L. WILLEY, City Engineer
PERCY TALLMAN, Fire Chief.

City of Corvallis
HOME OF OREGON STATE COLLEGE
CORVALLIS, OREGON

COUNCILMEN
First Ward
DONALD HOUT L. R. McKENZIE
RAYMOND DE MOSS
Second Ward
GEO. B. COX WM. F. RAW
GEO. K. ABRAHAM
Third Ward
IVER AHLSKOG W. D. WOODCOCK
J. C. OTHUS

July 28, 1941

Mr. H. B. Glaisyer
Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

Enclosed is a duplicate of the statement of the City of Corvallis to Buskirk and West for equipment used on the bridge approach at Nashville, Oregon.

We are sending this to you to insure payment to the city before final settlement is made for this job.

Sincerely,

C. L. Willey rn

City Engineer.

RN

Uebart

what job is this

#2387 JF Johnston

think approaches were subbed to another man.

NOTE TO Dunty
DATE 7-30

ANSWERED
H. B. GLAISYER

OFFICERS
HAND, Mayor.
RALPH P. SCHINDLER, Municipal Judge
MARGARET E. LOWE, City Treasurer
CHAS. DEVIN, Chief of Police
JAY L. LEWIS, City Attorney
CHAS. L. WILLEY, City Engineer
PERCY TALLMAN, Fire Chief.

City of Corvallis
HOME OF OREGON STATE COLLEGE
CORVALLIS, OREGON

COUNCILMEN
First Ward
DONALD HOUT L. R. McKENZIE
RAYMOND DE MOSS
Second Ward
GEO. B. COX WM. F. RAW
GEO. E. ABRAHAM
Third Ward
IVER AHLSKOG W. D. WOODCOCK
J. C. OTHUS

July 28, 1941

Buskirk and West DR
Route #3
Corvallis, Oregon

To City of Corvallis, CR

June	23	1 hr. Roller @2.50 3 hrs. Graderman @.75 4 hrs. Com. Labor @.50	$ 6.75
"	24	1½ hrs. Roller; 4½ hrs. Graderman, 3 hrs. Com. Labor	8.63
"	26	3 hrs. Roller	10.00
"	27	8 3/4 hrs. Graderman	6.55
"	28	4 hrs. Roller; 2½ hrs. graderman; 1½ hrs. Com. Labor	12.63
July	10	5 hrs. Roller; 6 hrs. Com. Labor	15.50
			$ 60.06

For man and roller furnished on Bridge approach job at Nashville.

RECEIVED
DEC 24 1940
FOR FILING

121-1008

December 16, 1940

Columbia Casualty Company
Ethel M. Johnston, Agent
800 Sheridan Street
Newberg, Oregon

Gentlemen:

We are forwarding to you today, by express, a fully executed copy of Contract No. 2387 which was awarded to J. F. Johnston on November 12, 1940, for the Nashville Bridge project on the Eddyville-Blodgett Secondary Highway, in Lincoln County.

This is being forwarded to you inasmuch as you appear surety on the bond furnished by the contractor and is for your records and files.

Very truly yours,

STATE HIGHWAY COMMISSION

By

MC:AM

Secretary

4

RECEIVED
DEC 10 1940
FOR FILING

121-1208

December 9, 1940

Mr. J. F. Johnston
800 Sheridan Street
Newberg, Oregon

Dear Sir:

We are sending you today by express a fully executed copy of contract No. 2387 which was awarded to you on November 12, 1940, by the Oregon State Highway Commission, covering the Nashville Bridge Section on the Eddyville-Blodgett Highway in Lincoln County. This copy is for your records and files.

We are also sending an executed copy to the surety on your bond.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

By

RS

Secretary

RECEIVED
NOV 18 1940
FOR FILING

121-1008

November 16, 1940

Mr. J. F. Johnston
800 Sheridan Street
Newberg, Oregon

Dear Sir:

We are sending you today by express four copies of Contract No. 2387 which was awarded to you by the State Highway Commission on November 12, 1940, covering the Nashville Bridge construction on the Eddyville-Blodgett Secondary Highway, in Lincoln County.

Kindly execute all four copies of this contract as to agreement and bond and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 7 (page 7) of the printed General Provisions, relating to the Workmen's Compensation Act. You are expected to accept the terms of this act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the paragraph on the same page, relating to payment by the contractor of amounts due hospital associations, etc.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

MEL

November 14, 1940

Mr. J. F. Johnston
Newberg, Oregon

Dear Sir:

The State Highway Commission on November 12, 1940, awarded you the contract for the Nashville Bridge Section of the Eddyville-Blodgett Secondary Highway, in Lincoln County. This award was based on your low bid of $14,032.80 submitted on that date.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AM

cc - S. H. Probert
G. S. Paxson

CONTRACT # [redacted] 2388

31-4205 La Grande Rock Prod.Project
Wallowa Lake & Old Ore.Trail 1940

#2388

RECEIVED
FEB 5 1942
FOR FILING

31-4205

February 5, 1942

D. C. & A. L. Williams
3233 N. E. 12th Avenue
Portland, Oregon

Gentlemen:

The State Highway Commission, at its meeting on December 16, 1941, granted you the extension of time requested, from June 30 to November 12, 1941, without penalty, in connection with state highway contract No. 2368 for furnishing crushed rock in stock piles for the Wallowa Lake and Old Oregon Trail Highways, in Union County.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

AM

cc - Mr. Paul Van Scoy

RECEIVED
JAN 13 1942
FOR FILING

31-[illegible]

January 13, 1942

The Aetna Casualty & Surety Co.
Bates, Lively & Pearson
Yeon Building
Portland, Oregon

Gentlemen:

You are hereby notified that State Highway contract No. 2388 for work on the LaGrande Rock Production Project on the Wallowa Lake and Old Oregon Trail Highways, in Union County, has been completed by the contractors, D. C. and A. L. Williams, and that final settlement will be made on or after January 23, 1942.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is served upon you since you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractor in connection with this contract will be $11,151.29, including final payment. This contract was completed on November 12, 1941, and accepted by the Commission December 16, 1941.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

[illegible]

NOTED
D DeSart

RECEIVED
DEC 11 1941
FOR FILING

31-4205

R

December 10, 1941

The Aetna Casualty & Surety Company
Bates, Lively & Pearson, Agents,
Yeon Building
Portland, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to D. C. and A. L. Williams, on contract No. 2388, for the La Grande Rock Production Project on the Wallowa Lake and Old Oregon Trail Highways, in Union County. This payment, in the amount of $1,683.57, will be made on or after December 20, 1941. The retained percentage is $750.00.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised thatthe state assumes no responsibility for any such claims should there be any.

Kindly acknowledge receipt of this letter.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

DD:AM

Form E-1—SM—4-41

31-4205

R

inal Report #28

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending November 29, 1941

Section La Grande Rock Production

Kind of work Rock Production

Highway Oregon Trail-Wallowa Lake

Section prefix 31-4205

Contractor D. C. & A. L. Williams

Contract number 2388

Date of contract November 12, 1940, 19

Date of completion June 30, 1941

Date work started March 26, 1941, 19

Estimated date of completion November 12, 1941

Amount of contract $ 10,236.40

Per cent of time elapsed 166 %

Estimated cost of completed project, exclusive of engineering $ 11,150

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date, $ 561.46, 5 %

Date project was completed November 12, 1941

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Semi-final estimate submitted to Division Engineer on Saturday, November 29th.

FINAL REPORT

NOTED
RAY WEBBER

NOTED
E. M. BOOTH

DEC 10 1941

Signed

Address La Grande, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities			8,000		
Estimated quantities moved or placed to date			8,690		
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

R

RECEIVED
OCT 15 1941
FOR FILING

31-4205

October 15, 1941

Mr. Arthur Gentemann
5924 S. W. 30th
Portland, Oregon

Dear Sir:

In accordance with your letter of October 14, this will advise that the warrant, in the amount of $2,363.06, for payment of estimate No. 4 on contract No. 2388, for production of crushed rock on the LaGrande Rock Production Project, will probably be mailed to D. C. and A. L. Williams within about two weeks.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

DGB/mm

NOTED
D. C. DeSart

3924 S. W. 30th
Portland, Ore
Oct 14-41

Oregon State Highway Comm
Salem, Ore.

Dear Sir

Please advise me when W. C. & A. L. Williams will be paid on the estimate on Contract #2388 on their job a La Grand Ore. I thank you.

Very truly yours

Arthur Gentemann

RECEIVED
OCT 15 1941
OREGON
STATE HIGHWAY COMMISSION

r letter of
Williams
o. 2388 for
of crushed
on the
Union County

furnished
gh their
on Building

y June 30,
complete as
the job will be
stopped work
rock for
no record
2388. He
m of $6,353.05,
5.89.

MISSION

by

Secretary

DD/mm

NOTED
D. C. DeSart

RECEIVED
SEP 13 1941
FOR FILING

31-4205

September 12, 1941

Mr. Arthur Gentemann
5924 S. W. 30th Street
Portland, Oregon

Dear Sir:

This will acknowledge receipt of your letter of September 10, and advise that D. C. and A. L. Williams, Hotel Condon, Condon, Oregon, have Contract No. 2388 for the production of eight-thousand cubic yards of crushed gravel on the LaGrande Rock Production Project on the Wallowa Lake and Old Oregon Trail Highways in Union County.

The surety bond on this contract was furnished by the Aetna Casualty and Surety Company through their resident agents, Bates, Lively and Pearson, Yeon Building, Portland.

The contract called for completion by June 30, 1941; however, the work was only 75 per cent complete as of August 2, 1941, and it was estimated that the job will be completed sometime this fall. The contractor stopped work on this contract on July 21, 1941, to produce rock for another project in that vicinity, and we have no record that he has again started work on Contract No. 2388. He has been paid for work done to July 10, the sum of $6,353.05, and we are holding retained percentage of $705.89.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

DD/mm

NOTED
D. [illegible] DeSart

5924-S.W.-30
Portland Ore
Sept 10-41

Oregon State Highway Comm.
Salem Ore

Dear Sir

W.C. + A.L. Williams have a contract from you crushing and stockpiling oil rock or gravel.

This job is near Island City on La Grand, Ore. and was started early this spring.

I would appreciate it very much if you could tell me about what per cent this job is compleated.

I also would like to have the contract number.

Yours very truly
Arthur Gentemann

---

for specifications
ntract awarded to

tractor has been
tion Project in

rd specifications,
to the woven wire

Probert
Engineer

VGO'N:ER

Encl.

RECEIVED
[illegible]
FOR FILING

51-4205

February 12, 1941

Cyclone Fence Company
Standard Fence Division
400 N. E. 11th Avenue
Portland, Oregon

Attention of L. J. Furlong, Branch Manager

Gentlemen:

We acknowledge receipt of your request for specifications for fence and gates as specified for use on the contract awarded to D. C. and A. L. Williams of Condon, Oregon.

Our records indicate that the above contractor has been awarded the contract for the La Grande Rock Production Project in Union County, our contract No. 2388.

We enclose herewith a copy of our standard specifications, special provisions and standard drawing pertaining to the woven wire fence and gates specified for use on this contract.

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

VGO'N:ER

Encl.

CYCLONE FENCE COMPANY
(DIVISION OF AMERICAN STEEL AND WIRE COMPANY)
SUCCESSOR TO

STANDARD FENCE COMPANY

GENERAL OFFICES
60TH & LOWELL STS.,
OAKLAND, CALIFORNIA
PHONE OLYMPIC 2060

BRANCHES

SAN FRANCISCO, 440 BAYSHORE BLVD.
LOS ANGELES, 3020 SAN FERNANDO RD.

PORTLAND, 400 N. E. 11TH AVENUE
SEATTLE, 1936 FIRST AVENUE SOUTH

RECEIVED
FEB 11 1941
STATE HIGHWAY COMMISSION

Portland, Oregon
February 10,1941

Contr. 2388

Oregon State Highway Department
Salem, Oregon

We have an order to furnish fence, barb wire and so forth to D.C. & A.L. Williams , Condon, Oregon.

We do not have a copy of the specifications required for enclosing stock piles and we would appreciate it very much if you would forward us specifications covering fence, barbed wire and gates required on their job to enclose stock pile.

Yours truly,

CYCLONE FENCE COMPANY
STANDARD FENCE DIVISION

L J Furlong

L.J. Furlong
Branch Manager

LJF:u

RECEIVED
DEC 4 1940
FOR FILING

31-4205

December 3, 1940

Messrs. D. C. & A. L. Williams
Hotel Condon
Condon, Oregon

Gentlemen:

We are forwarding to you by express today a fully executed copy of contract No. 2388 awarded to you on November 12, 1940, for furnishing crushed gravel on the La Grande Rock Production Project, Wallowa Lake and Old Oregon Trail Highways, in Union County.

This copy is for your records and files.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

RS

Secretary

RECEIVED
DEC 4 1940
FOR FILING

31-4205

December 3, 1940

The Aetna Casualty & Surety Co.
Bates, Lively & Pearson
Yeon Building
Portland, Oregon

Gentlemen:

We are sending to you today by express a fully executed copy of contract No. 2388, which was awarded to D. C. and A. L. Williams on November 12, 1940, for furnishing crushed gravel in stockpiles, La Grande Rock Production Project on the Wallowa Lake and Old Oregon Trail Highways in Union County.

This copy is being sent to you since you appear as surety on the bond and is for your records and files.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

RS

RECEIVED
NOV 27 1940
FOR FILING

31-4205

November 27, 1940

BATES, LIVELY & PEARSON
Yeon Building
Portland, Oregon

Gentlemen:

We are enclosing, in triplicate, a bill, in the amount of 25¢ for express charges paid on contracts, No. 2388, shipped by you to the Highway Commission collect, on November 25th.

We feel that this is not a just charge against the Highway Commission and that the contracts must have been inadvertently sent collect, as it has not been your custom in the past to send them thus.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

DGD:MBL

NOTED
D. G. DeSart

BATES, LIVELY & PEARSON
INSURANCE GENERAL AGENTS
YEON BUILDING
PORTLAND, OREGON

RECEIVED
NOV 25 1940

November 23rd, 1940.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

RE: Contract No. 2388 -- D.C. and A.L. Williams.
LaGrande Rock Production Project on Wallowa
Lake and Old Oregon Trail Hiways in UNION CO.

We are today mailing to you under separate cover by express the above captioned contract in quadruplicate, after having executed the contract bond thereon.

After the contracts have been approved by the Commissioners, will you kindly send us a copy of the same for the proper completion of our records as surety?

Trusting that the contracts will be found in order, we remain,

Very truly yours,

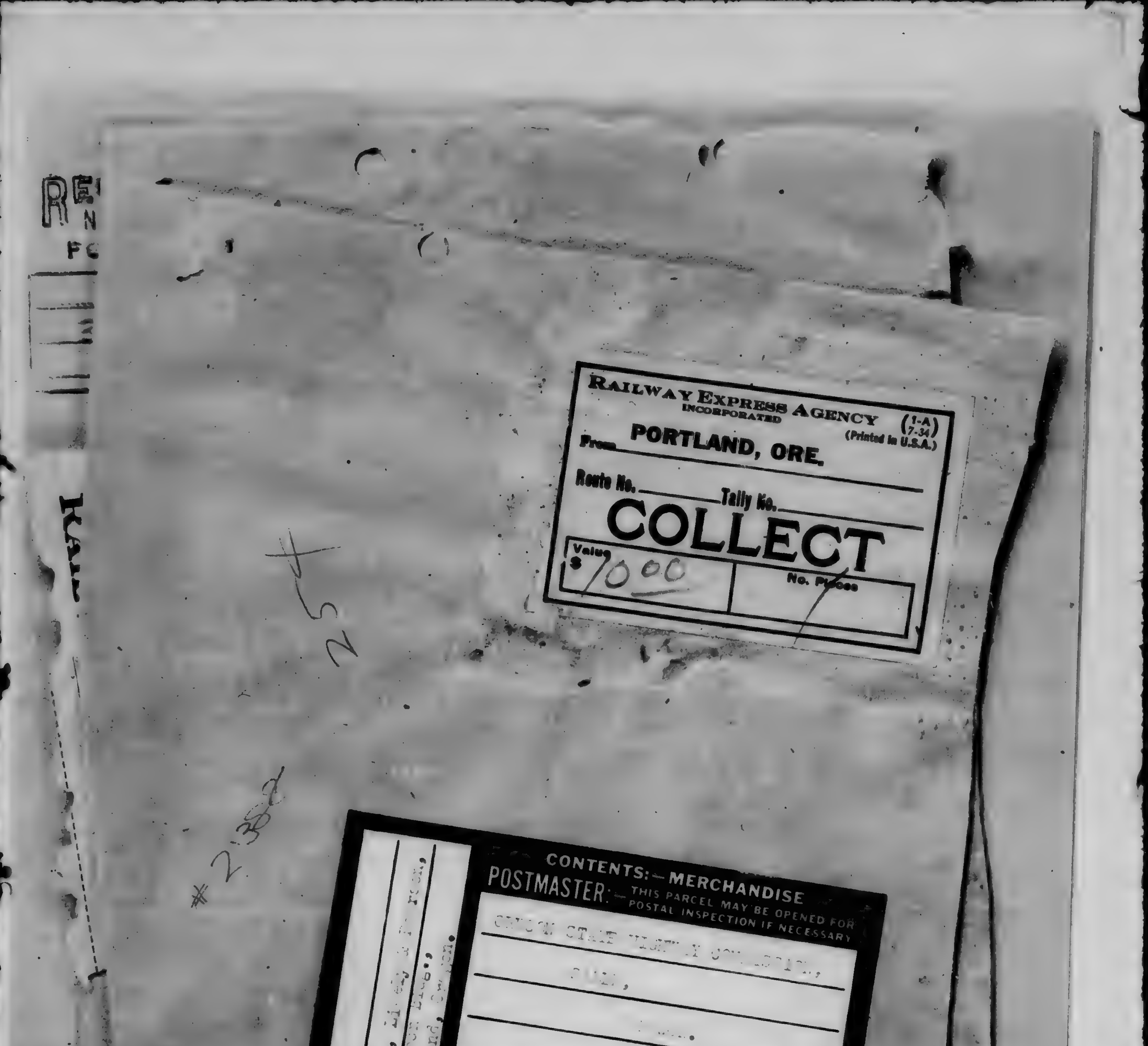
BATES, LIVELY & PEARSON,
General Agents,
THE ÆTNA CASUALTY AND SURETY COMPANY,

Phil [illegible] Lively,
Resident Assistant Secretary.

MB

cc: -- G. Cyrus Bishop,
Office.

[illegible]
11-25-40



RAILWAY EXPRESS AGENCY
INCORPORATED
(1-A 7-34)
(Printed in U.S.A.)
From PORTLAND, ORE.
Route No. ______ Tally No. ______
COLLECT
Value $ 10.00
No. Pieces 1

25¢

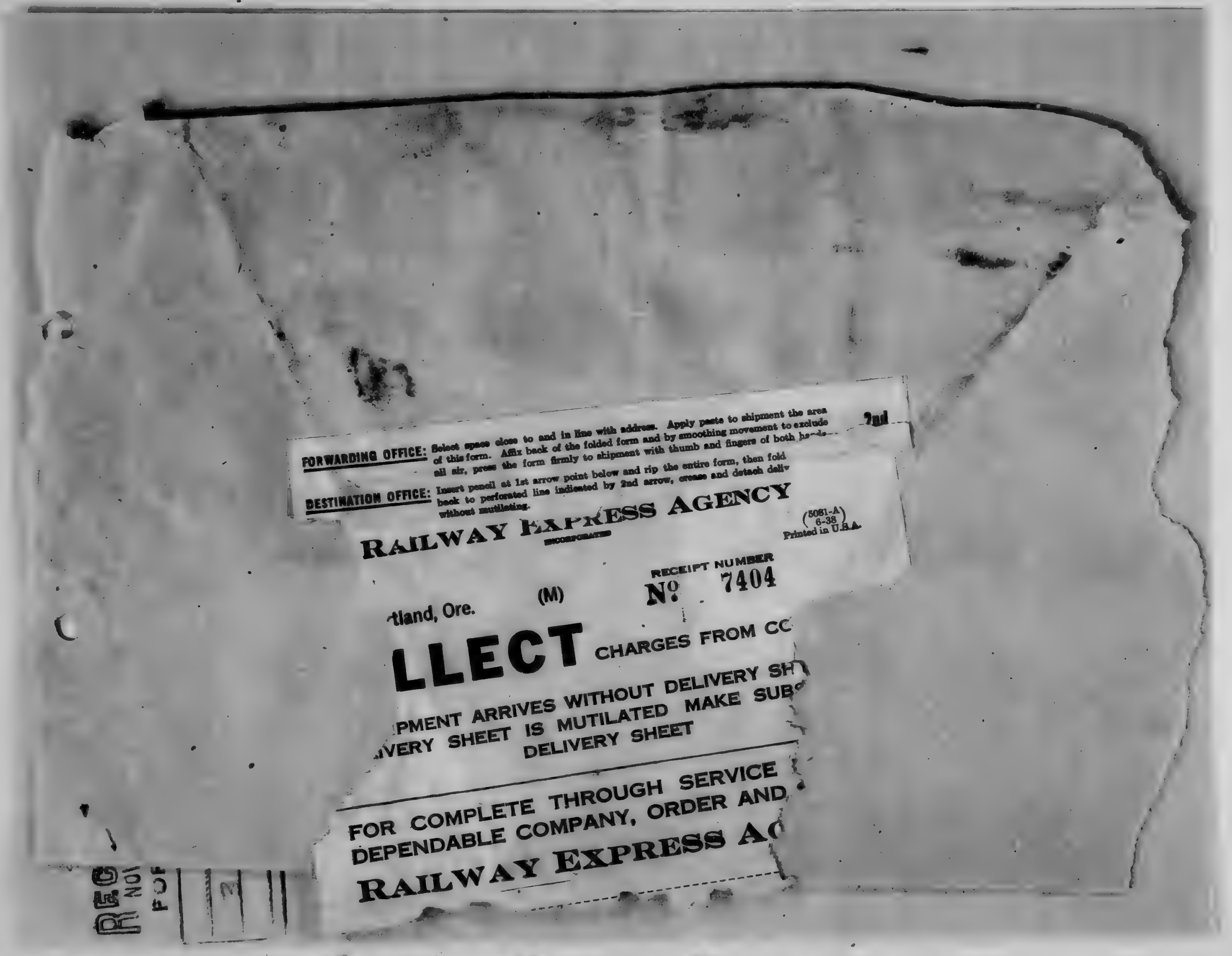
#2382

FROM Bates, [illegible]
[illegible] Bldg.,
Portland, Oregon.

CONTENTS:—MERCHANDISE
POSTMASTER:—THIS PARCEL MAY BE OPENED FOR POSTAL INSPECTION IF NECESSARY

OREGON STATE HIGHWAY COMMISSION,
SALEM,
[illegible]

RETURN POSTAGE GUARANTEED



FORWARDING OFFICE: Select space close to and in line with address. Apply paste to shipment the area of this form. Affix back of the folded form and by smoothing movement to exclude all air, press the form firmly to shipment with thumb and fingers of both hands

2nd

DESTINATION OFFICE: Insert pencil at 1st arrow point below and rip the entire form, then fold back to perforated line indicated by 2nd arrow, crease and detach deliv without mutilating.

RAILWAY EXPRESS AGENCY

INCORPORATED

(5081-A
6-38)
Printed in U.S.A.

RECEIPT NUMBER
Nº 7404

tland, Ore. (M)

LLECT CHARGES FROM CO

PMENT ARRIVES WITHOUT DELIVERY SH
IVERY SHEET IS MUTILATED MAKE SUB
DELIVERY SHEET

FOR COMPLETE THROUGH SERVICE
DEPENDABLE COMPANY, ORDER AND
RAILWAY EXPRESS AG

REC
NOV
FOR

3

RECEIVED
NOV 18 1940
FOR FILING

31-4205

November 16, 1940

MESSRS. D. C. & A. L. WILLIAMS
Hotel Condon
Condon, Oregon

Gentlemen:

We are sending you today by express four copies of Contract No. 2388 which was awarded to you by the State Highway Commission on November 12, 1940, covering the furnishing of crushed gravel in stock piles on state highways in Union County, known as the La Grande Rock Production Project.

Kindly execute all four copies of this contract as to agreement and bond and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 6 (page 15) of the printed General Provisions, relating to the Workmen's Compensation Act. You are expected to accept the terms of this act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the paragraph on the same page, relating to payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

MEL

November 14, 1940

D. C. & A. L. Williams
Condon, Oregon

Gentlemen:

The State Highway Commission on November 12, 1940, awarded you the contract for the La Grande Rock Production Project on the Wallowa Lake and Old Oregon Trail Highways, in Union County. This award was based on your low bid of $10,236.40 submitted on that date.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

STATE HIGHWAY COMMISSION

By

AH

Secretary

cc - S. H. Probert
G. S. Paxson

CONTRACT #2389

123-J-2 Third St. (Bend) U'Xing Sec., 1940
The Dalles-California Hwy.
#2389 Roadside Improvement

RECEIVED
APR 7 1942
FOR FILING

123-4-2

April 6, 1942

Bend Sand and Gravel Company
Route #2, Box 107
Bend, Oregon

Attention: A. C. Suhre

Gentlemen:

We recently received a copy of your invoice to Mr. Blair T. Alderman, dated April 1, 1942, in the amount of $124.31, and, also, Mr. Alderman's letter to you of March 13. He stated that he was sorry not to be enclosing a check but promised one from his next allotment of funds.

We do not know whether this information was mailed to us by mistake or whether you intended it as a claim against one of Mr. Alderman's contracts. If it is a claim against a contract, we presume it is against contract No. 2389, which Mr. Alderman completed March 28, 1941, and which was accepted by the Commission April 3, 1941.

We advise that you file your claim with the Secretary of State in accordance with Chapter 517, Oregon Laws, 1939, a copy of which is enclosed for your guidance; also, that you notify Mr. Alderman's surety, General Casualty Company of America, for whom the Eugene Insurance Agency, Miner Building, Eugene, are resident agents.

We have made a copy of Mr. Alderman's letter and are retaining it, with the copy of your invoice, for our files.

If this information is not sufficient please let us know, and we will attempt to assist you further.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

DD/mm

NOTED
D. DeSart

C
O
P
Y

BLAIR T. ALDERMAN

CONTRACTOR

March 13, 1942

Bend Sand and Gravel Company
Route #2 Box 107
Bend, Oregon

Dear Sirs,

I am sorry not to be inclosing a check at this time but you will definately be remembered in the next allotment of funds.

I am indeed sorry to be so slow with this account and hope it is not causing you too great an inconvenience. Thank you for your patience and cooperation.

Very truly yours,

Blair T. Alderman (signed)

da

R

A. C. Suhre, Prop. STATEMENT Phone 28-F-31

BEND SAND AND GRAVEL CO.

Washed, Cleaned, Graded

Sand - CRUSHED ROCK - Gravel

Route 2, Box 107
BEND, OREGON

Copy

Mr Blair T. Alderman
2109 Alder Street
Eugene, Oregon

4-1-42

QUANTITY	DATE	DESCRIPTION	CHARGES	CREDITS
		Concrete Material		
56 yds.	Nov.	(F.O.B.) $1.25 per yd.	$70.00	
4 "	Nov.	(delivered) $4.12 per yd.	16.48	
		Mason Sand		
½ "	Jan.	(F.O.B.) $1.75 per yd.	.87	
8 "	"	(delivered) $4.62 " "	36.96	
		Total	$124.31	

Could you please tell us about when you expect your next estimate.

Very Sincerly
Bend Sand & Gravel Co.

A. C. Suhre prop.
M. A.

...way contract No.
...g in Bend,
...ntractor, Blair
...made on or after

...claims for labor
...es, debts, dues,
...h work and remaining
...te assumes no re-
...be any.

...you appear as
...tractor. Kindly
acknowledge receipt of ...

For your information we wish to advise that the total amount paid the contractor in connection with this contract will be $3,121.68, including final payment, of which $129.30 is for force account work. This contract was completed on March 28, 1941, and accepted by the Commission April 3, 1941.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

NOTED
D. C. DeSart

RECEIVED
NOV - 3 1941
FOR FILING

123-J-2

R

November 1, 1941

General Casualty Company of America
Eugene Insurance Agency
Miner Building
Eugene, Oregon

Gentlemen:

You are hereby notified that state highway contract No. 2389 for work on the Third Street Undercrossing in Bend, Deschutes County, has been completed by the contractor, Blair T. Alderman, and that final settlement will be made on or after November 11, 1941.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is served upon you since you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractor in connection with this contract will be $3,121.68, including final payment, of which $129.30 is for force account work. This contract was completed on March 28, 1941, and accepted by the Commission April 3, 1941.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

[illegible]

NOTED
D. [illegible]. DeSart

R

RECEIVED
A[illegible] 1 1941

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

Stencil No. 8

RECEIVED
AUG - 9 1941
STATE HIGHWAY COMMISSION

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

123-J-2

August 7, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Final inspection of Oregon FAP 123-J (2), Landscaping of Third St. Undercrossing in Bend, was made by a representative of this office on July 19, 1941. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Sr. Highway Engineer

Teor

RECEIVED
MAY 1 1941
FOR FILING

123-J-2

April 30, 1941

GENERAL CASUALTY COMPANY OF AMERICA
c/o Eugene Insurance Agency
Miner Building
Eugene, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Blair T. Alderman on Contract No. 2389, Third Street (Bend) Undercrossing Section of The Dalles-California Highway, in Deschutes County. This payment, in the amount of $2,691.18, will be made on or after May 10, 1941. The retained percentage is $200.00.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Kindly acknowledge receipt of this letter.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

DGD:mkl

NOTED
D. G. DeSart

123-J-2

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 2, 1941

Subject: Acceptance of Completed Contracts

To: Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Office

Dear Sir:

All work has been completed on the following state highway contract.

Contract No. 2389, with Blair T. Alderman, for roadside improvement on the Third Street (Bend) Undercrossing Section of The Dalles-California Highway in Deschutes County, was completed on March 28, 1941.

Acceptance of the above listed project by the State Highway Commission is hereby recommended.

Very truly yours,

R. H. BALDOCK
Chief Engineer

By S. H. Probert

S. H. Probert
Office Engineer

Dict. by J. Rhodes/GS

cc Mr. D. G. DeSart
Mr. J. W. McCallister

DATE April 3, 1941
Secretary

NOTED
D. G. DeSart

Form E-1—5M—3-39

H. G. Smith

123-J-2

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending March 29, 1941 , 193

Section Bend (3rd St.) Undercrossing

Kind of work Roadside Improvement

Highway The Dalles-California

Section prefix 9-1114

Contractor Blair T. Alderman

Contract number 2389

Date of contract Nov. 13, 1940 , 193

Date of completion , 193

Date work started March 6, 1941 , 193

Estimated date of completion June 30, 1941 , 193

Amount of contract $ 2732.50

Per cent of time elapsed %

Estimated cost of completed project, exclusive of engineering $ 2952.50

Per cent of contract completed, based on total contract price %

Engineering cost to date, $ 180.00 , 6 %

Date project was completed , 193

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor completed all planting and other items of work Friday evening at 5:00 p.m., March 28th.

Joe Conrad, a laborer, has been left to continue general maintenance and watering.

Whitcomb worked all day Thursday and Friday overhauling the sprinkling system.

Inspector Jensen made a trip to Portland via Salem Wednesday and returned Thursday afternoon with 40 doz. additional plants, which were installed under price agreement #1.

This will be the last report on this project until final inspection and replacement planting is completed; scheduled for September 15 to October 15, 1941.

NOTED
RAY WEBBER

H. G. SMITH

Signed

Address

NOTED
VAN SCOY

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....,

Compressors ...., Bulldozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

STATE PRINTING DEPT.

123-J-2

~~Stencil No. 124~~

RECEIVED
APR 16 1941
FOR FILING

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

Oregon FAP 123-J(2)
Roadside Improvement of Third Street
Undercrossing Sec.of The Dalles-
Calif.Hwy. in Bend

March 28, 1941

Mr. R.H.Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the ______________ project agreement and certificate for the above-numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Sr. Highway Engineer

Encl.

Lon

/

WA4pr-9568

Form P. R. 2

State Oregon

Federal Aid Project No. 123-J(2)

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 4th day of March, 1941

by and between the Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Federal Works Administrator, hereinafter called the Administrator, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 21st day of November, 1933, ~~a~~ revised project statement, which was approved on the 6th day of January, 1934, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated for the administration of the Federal Highway Act, has furnished surveys, plans, specifications, and estimates for Section J(2) of said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 16th day of October 1940; and

Whereas the Administrator has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of one thousand, six hundred forty and no/100 dollars ($1,640.00) as the share of the United States payable under said act on account of Section J(2) of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Administrator do hereby mutually agree as follows:

16—11370

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State : Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 329, laws 1939.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources
(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 32+50 and survey station 44+25, in Bend.

, length 0.222 miles, in Deschutes County,

being Section J(2) of Oregon Federal Aid project. No. 123, consisting of

0.222 miles of roadside improvement. ~~[illegible]~~ ~~[illegible]~~,

~~[illegible]~~

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Administrator or his agents, and in accordance with the laws of said State, the rules and regulations of the Administrator, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Administrator or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Administrator, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section A(2) of said project shall not in any event exceed the sum of one thousand, six hundred forty and no/100 dollars ($1,640.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of three thousand, five and 75/100 dollars ($3,005.75), the approved total estimated cost of Section A(2) of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Administrator shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Administrator after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

The Administrator reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 529, laws 1939 (Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Administrator on the ______ day of MAR 17 1941, 19__

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell
Chairman, State Highway Commission
(Title of officer)

By ______
Member, State Highway Commission
(Title of officer)

By ______
Member, State Highway Commission
(Title of officer)

By ______
______
(Title of officer)

By ______
______
(Title of officer)

FEDERAL WORKS ADMINISTRATOR,

By ______
Acting Commissioner of Public Roads.

a

Form PR. 3—Revised

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Agency as Federal Aid ~~p~~Project No. 123-J(2), State of Oregon.

Second. That in accordance with said provisions I have approved the sum of $3,005.75 as the total estimated cost of said project, and the sum of $1,610.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this ______ day of ______ one thousand nine hundred and MAR 17 1941

Federal Works Administrator,

By ______
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 10—10159

a

RECEIVED
JAN 30 1941
FOR FILING

FA-123-J-2

January 17, 1941

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

We are enclosing herewith seven copies of estimate as basis for project agreement for the Third Street Undercrossing Section, Project No. FA 123-J (2).

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department　　　　Federal Aid Project No. 123-J (2)

THIRD STREET UNDERCROSSING SECTION OF THE DALLES-CALIFORNIA HIGHWAY IN DESCHUTES COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, January 7, 1941

Roadside Improvement (Sta. 32+50 to Sta. 44+25)

All Required		Right of Way Clean-up		$ 200.00
All Required		Irrigation System Extension		85.00
100	cu. yds.	Furnishing and Placing Topsoil	$ 1.50	150.00
All Required		Furnishing and Planting Trees, Shrubs, Vines and Rock Plants		2,050.00
2.0	M-sq. ft.	Lawn Construction	35.00	70.00
20	bales	Peat Moss	5.00	100.00
0.5	ton	Commercial Tankage	80.00	40.00
0.5	ton	Raw Bone Meal	75.00	37.50
			Subtotal	$ 2,732.50
			10% Engr. & Cont.	273.25
			Total	$ 3,005.75

Length　　0.222 mile
Cost per mile　　$ 13,539.41

Federal Aid Funds- -$ 1,640.00
State Funds- 1,365.75

$ 3,005.75

State Funds for Construction: Chap. 173, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

(Stencil #28)

IN YOUR REPLY PLEASE
REFER TO FILE No. Ore. FAP 123-J(2)
Third St. Undercrossing
The Dalles-Calif. Hwy.

February 14, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature and return to this office.

Enclosed is an approved copy of the detail estimate, upon which the agreement was based, together with approved copy of specifications.

Very truly yours,

W. H. LYNCH
District Engineer

By L. Caufield
L. J. Caufield
Sr. Highway Engineer

RECEIVED
DEC 4 1940
FOR FILING

123-9-2

December 3, 1940

Mr. Blair T. Alderman
2109 Alder Street
Eugene, Oregon

Dear Sir:

By express we are forwarding to you today a fully executed copy of contract No. 2389 awarded to you on November 13, 1940, for roadside improvement on the Third Street (Bend) Undercrossing of the Dalles-California Highway, in Deschutes County.

This copy is for your records and files.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

RS — Secretary

RECEIVED
DEC 4 1940
FOR FILING

123-5-2

December 3, 1940

General Casualty Co. of America
Eugene Insurance Agency
Miner Building
Eugene, Oregon

Gentlemen:

We are sending you by express today a fully executed copy of contract No. 2389, which was awarded to Blair T. Alderman on November 13, 1940, for roadside improvement on the Third Street (Bend) Undercrossing, of The Dalles-California Highway, in Deschutes County.

This copy is being sent to you since you appear as surety on the bond and is for your records and files.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

RS

Secretary

RECEIVED
NOV 16 1940
FOR FILING

123 - J - 2

November 15, 1940

Mr. Blair T. Alderman
2901 Alder Street
Eugene, Oregon

Dear Sir:

We are sending you today by express four copies of Contract No. 2389 which was awarded to you on November 13 by the State Highway Commission, covering the construction of roadside improvement on the Third Street (Bend) Undercrossing Section of The Dalles-California Highway, in Deschutes County.

Kindly execute all four copies of this contract as to agreement and bond and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 6 (page 15) of the printed General Provisions, relating to the Workman's Compensation Act. You are expected to accept the terms of this act and to carry on your work under this Contract in strict conformance thereto. Your attention is also called to the paragraph on the same page, relating to payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

MBL

NOTED
D. G. DeSart

NOV 15 1940
FOR FILING

November 14, 1940

Mr. Blair T. Alderman
2109 Alder Street
Eugene, Oregon

Dear Sir:

The State Highway Commission on November 13, 1940, awarded you the contract for 0.22 mile roadside improvement on the Third Street (Bend) Undercrossing Section of The Dalles-California Highway, in Deschutes County. This award was based on your low bid of $2,732.50 submitted on that date.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AH

cc - S. H. Probert
G. S. Paxson

123-J-2

RECEIVED
NO 5 1940
FOR FILING

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

RECEIVED
17 1940
OR
STATE HIGHWAY COMMISSION

October 16, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Federal Aid Project 123-J (2), Roadside Improvement of the Third Street Undercrossing Section of The Dalles-California Highway, have today been recommended for approval, subject to final review and approval by the Commissioner of Public Roads. This is your authority to advertise for bids.

Prompt submission of the bid tabulation and agreement estimate will be appreciated.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

Im

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
HURON W. CLOUGH, CANYONVILLE

H. B. GLAISYER, SECRETARY

RECEIVED
OCT 15 1940
FOR FILING

OREGON STATE HIGHWAY COMMISSION

SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM
C. B. McCULLOUGH
ASSISTANT STATE HIGHWAY ENGINEER
SALEM
J. M. DEVERS
ATTORNEY
SALEM

IN REPLY PLEASE
REFER TO FILE NO.

October 11, 1940

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

RE: Bend, Third Street
Undercrossing.

Attention: Mr. F. E. Andrews
Senior Highway Engineer

Dear Sir:

Reference is made to your letter of October 4th, asking for a more detailed explanation of the P.S. & E. papers covering the proposed landscape project at the Bend Undercrossing, Oregon Federal Aid Project 123-J (2). Your letter specifically questions the suitability of donated plants to meet the exact requirements of roadside planting particularly as these plants might affect future maintenance.

To justify the selections indicated in our proposed plans it is necessary to thoroughly understand the development problem involved. It is primarily an urban development, and any attempt toward an informal rural treatment would obviously be improper. The project starts at grade and gradually descends to the low point of the undercrossing where the roadway then ascends back to the normal street level. Again there are the pedestrian ramps which start at the roadway grade, but at the railroad overcrossing have only descended low enough to permit pedestrian headroom and so are a considerable elevation above the vehicular pavement.

There is therefore a constant change taking place, not only in the transition of soil and rock structures as the height of the cut increases but likewise a constant variation in exposure to sunlight. The soil changes from a sandy soil at grade to solid lava ledges at the lowest point with of course a distinct variation between the two sides of the through-cut. Therefore a transition in plant material seemed advisable, and the problem was accordingly developed so as to select the proper plant for the proper location. A peculiar situation exists in this vicinity that is at once apparent to the designer yet nevertheless is troublesome. The pedestrian walk serves the school children, and a larg amount of this type of traffic is caused by the athletic field located adjacent to our westerly right of way on the northerly end of the project. Since the sidewalks at either end of the project are at grade, the banks are over-run by bicyclists, and this portion of the bank being a loose sandy soil the bank material is constantly being dragged onto the sidewalks. Since the ground adjacent to this project is a level field, the more venturesome of the school children are constantly courting disaster by attempting to negotiate those steeper sections of the bank where the sidewalk is considerably depressed below the surrounding grade.

To select a bank cover to discourage this practice influenced the selection of rose creepers. These roses are to be furnished by the State and in our belief will serve the purpose. They have been recommended by recognized experts as being suitable to the soil conditions and the location. The roses have a minimum of thorns, are practically free of mildew and belong to the Wichuraiana species of rose climbers of the Polyanthus type. They develop compact clusters and when fully developed should form a satisfactory mass bank covering. The plants themselves have been approved by the Curator of the Rose Test Gardens in Portland and are all vigorously rooted potted plants grown in seven inch pots. Thus the entire root ball is conserved, and the loss through transplanting should be negligible. Since an irrigation system is already installed, the maintenance will consist only of periodical trimming and fertilizing as irrigation is automatically provided by an electric valve switch. It must be remembered that Oregon is a rose state, and local garden clubs are most insistent on the use of roses for roadside use. Here then was a chance to use this plant material for it best served our purposes, and since the plants are perfect specimens of the variety suited to our needs, it seemed reasonable to accept this selection as the solution to a rather troublesome problem.

As to the large number of varieties of rock plants indicated in the plans please be advised that the designer has attempted to make selections in accordance with soil changes and with the changes of sunlight and shadow. Naturally, composition in plant arrangement has been carefully studied, and to accomplish a general effect with a longer rotation of bloom is desirable so long as the general mass effect remains. For the most part a rock creeper variety has been selected, and it is hoped that the jagged rock ledges will eventually be covered with moss like creepers. While forty-eight varieties are selected, there are literally thousands of varieties available, and because of the large area to be planted, too large a selection of single varieties would deplete local nursery stocks. Had only twenty-four varieties been chosen the quantity of each could not have been supplied with acclimated stock.

The reason the rock plants to be furnished by the State were not listed is that they were largely the moss type of rockery plants and will be used as a filler background to give the mass effect of continuity to the background.

From the above explanation you can readily understand that there is in connection with such a project as the undercrossing considerable detailed study. It is hoped that this type of development may prove far more pleasing than retaining walls of cement ruble masonry or concrete, and the estimate clearly indicates that the selected treatment is far more economical.

Trusting that this clarifies the questions raised in your letter, I remain

Yours very truly,

R. H. BALDOCK
CHIEF ENGINEER

H. G. Smith
Construction Engineer

By

George H. Otten
Landscape Engineer

GHO:FF
cc to:

H. G. Smith
S. H. Probert

September 25, 1940

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3800
Portland, Oregon

Dear Sir:

We are enclosing herewith five copies of special provision page number one for the Third Street (Bend) Section, Project No. FA 125-J (2), on which page, paragraph number 4, under the heading "Description of Work," has been revised.

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

A. E. Probert
Office Engineer

Dist. by J. W. Nash/ER

Encl.

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

November 13, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon Federal Aid Project No. 123-J (2), Third Street (Bend) Section of The Dalles-California Highway, to Blair T. Alderman, Eugene, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

By

F. E. Andrews
Sr. Highway Engineer

September 16, 1940

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed seven copies of estimate and two copies of right of way statement for the Third Street Undercrossing Section, Project No. FA 123-J (2).

Five bid proposals, five sets of blueprint plans and four standard contract forms are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

J. W. Nash
Asst. Office Engineer

JWN:GS

Encl.

Oregon State Highway Department   Federal Aid Project No. 123-J (2)

THIRD STREET UNDERCROSSING SECTION OF THE DALLES-CALIFORNIA HIGHWAY IN DESCHUTES COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, September 16, 1940

Roadside Improvement (Sta. 32+50 to Sta. 44+25)

All Required		Right of Way Clean-up		$ 200.00
All Required		Irrigation System Extension		50.00
100	cu. yds.	Furnishing and Placing Topsoil	$ 1.00	100.00
All Required		Furnishing and Planting Trees, Shrubs, Vines and Rock Plants		1,800.00
2.0	M-sq. ft.	Lawn Construction	20.00	40.00
20	bales	Peat Moss	5.00	100.00
0.5	tons	Commercial Tankage	120.00	60.00
0.5	tons	Raw Bone Meal	100.00	50.00
			Subtotal	$ 2,400.00
			10% Engr. & Cont.	240.00
			Total	$ 2,640.00

Length 0.222 mile
Cost per mile $ 7,387.38

Federal Aid Funds	$ 1,610.00
State Funds	1,030.00
	$ 2,640.00

THIRD STREET UNDERCROSSING SECTION

PROJECT NO. FA 123-J (2)

All necessary right of way has been acquired for this project.

R. H. BALDOCK
Chief Engineer

By

J. W. Nash
Asst. Office Engineer

September 16, 1940

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
HURON W. CLOUGH, CANYONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM
C. B. McCULLOUGH
ASSISTANT STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

September 14, 1940

IN REPLY PLEASE
REFER TO FILE NO.

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

RE: Report and Analysis of the
Third Street Undercrossing
Roadside Improvement Project
at Bend, Oregon.

Dear Sir:

The Third Street Undercrossing landscape project is being submitted for your approval in conformance with the program submitted in a letter to you dated November 6, 1939, regarding the underpass construction.

In the construction of the underpass, an automatic irrigation system was included so that rock plants, shrubs and vines could be maintained in the pockets of the slopes made by the excavation through solid rock. The present landscape plan being submitted completes the contemplated program for the underpass section. This section lies in the City of Bend proper, and the city, realizing the desirability and value of such an improvement, has agreed to furnish the water required without charge.

The project extends for a distance of 0.2225 mile. Further extension of any planting is not feasible without irrigation in an area having only an average annual rainfall precipitation of twelve inches and lying at an elevation of 3,623 feet.

Factors which influenced the type of treatment to be used for this section are set forth in the following six sections.

SECTION A

1 - Soil Type:

The soil in the immediate vicinity is alkaline in reaction and of a sandy porous nature. The underpass has been dug largely through a volcanic ledge rock, and in this section of exposed rough faced rocks, earth of a suitable texture will be placed in the pocket-like crevasses to insure ample nourishment for the ground creeper type of rock plants.

2 - Climatological Data:

a - Total Annual Rainfall:

1930	9.19	inches
1931	8.78	"
1932	10.34	"
1933	10.68	"
1934	11.93	"
1935	8.67	"
1936	11.52	"
1937	15.33	"
1938	10.20	"
1939	8.29	"

Average for the above period is 10.49 inches. The average for the period from 1920 to 1929 is 13.28 inches.

b - Temperature:

In 36 years of recording the annual mean temperature was 46.8°.

Highest	102°	(July)
Lowest	5°	(December)

3 - Altitude:

At Bend - 3, 623 feet.

4 - Plant Adaptability:

All the types of trees, shrubs, vines and groundcovers have been examined around various homes in the City of Bend, and those plants being used have proven satisfactory.

The list of rock plants was referred to recognized experts, and all selections were confined to varieties deemed most hardy. So far as possible these selections were verified in the home grounds around the environs of the City of Bend.

The type of seed to be used in the lawn area was recommended by the Agronomist of the United States Department of Agriculture, Bureau of Plant Industry, stationed at Corvallis.

SECTION B

1 - General Treatment of Project:

The treatment with ground and rock creepers is designed to produce a naturalistic effect and will require the minimum of maintenance. The Juniper creepers at the entrances to the underpass portals are spaced so that they can naturalize themselves into a dense ground cover, and the transition from this evergreen ground cover blends gradually into the exposed rock ledges which are to be softened with clinging rock creepers. It is felt that this treatment is peculiarly adapted to this vicinity and is especially characteristic of this world famous region. For that reason, flower values were disregarded, and plants of creeping characteristics dominated the selections made by the Landscape Architect.

Attention is called to the use of the climbing roses on some of the slopes. The Polyanthus type rose we are using is a hardy and disease resistant barrier that by the plants very nature protects the slopes against trespass. This thorny barrier gives us not only protection against trespass but in addition is an excellent bank ground cover plant that is noted for its abundance of blooms in large clusters.

The Siberian Elm trees will blend with the shade trees of the city.

SECTION G

The plant materials to be used include the following:

1 - Shade Trees:

Siberian Elm - Ulmus pumila.

2 - Shrubs:

Oregon Grape -(Mahonia aquifolium)
Chinese Azalea - (Azalea mollis)
Pfitzer Juniper - (Juniperus chinensis pfitzeriana)
Mugho Pine - (Pinus mughus)
Tamarix Savin Juniper - (Juniperus sabina tamariscifolia)
Vanhoutte Spirea - (Spiraea vanhouttei)
Thunberg Spirea - (Spiraea thunbergi)

3 - Vines:

Dwarf Periwinkle - (Vinca minor)

4 - Ground Covers:

St. Johns Wort — (Hypericum moserianum)
Climbing Roses - (Rosa, Polyanthus type)

5 - Rock Plants:

Assorted varieties of recognized rock plants available for the Bend region.

6 - Lawn:

Seed mixture in which the recommended Highland Bent Grass has been introduced.

SECTION D

Water

Water is supplied by an existing automatic irrigation system installed at time of construction of the underpass structure. Water is provided free of charge by the City of Bend.

SECTION E

Relation of Project to the Six Basic Requirements Required by United States Public Roads Administration in Roadside Treatment:

1 - Landscape Grading (flattening, rounding, transition of slopes, etc., and foreign borrow to avoid side borrow.

Grading work has all been completed in previous construction project. Topsoil borrow to be provided from source or sources away from highway. Some dressing up of slopes is cared for in the preparation of the planting areas.

2 - Obliteration of old roads and abandoned highway structures, resoiling borrow pits, etc.

The newly constructed highway and underpass was located with no change in alignment, and there are no abandoned highway structures to remove.

3 - Topsoiling, improvement of existing soils and soil preparation measures necessary for seeding or planting.

Suitable topsoil is being provided for the planting work from known topsoil deposists. Tankage, Bone Meal and Peat Moss are being introduced to insure plant growth.

4 - Planting of shade trees, shrubs and cacti (if and as permitted by local soil, slope and climatic conditions.(

Siberian Elms are the only trees used. Shrubs, vines and rock plants are all hardy species.

5 - Seeding or planting of grasses, "succulents" or other ground covers, as rendered desirable and possible by existing soil, slope and climatic conditions.

Ground cover plants are used in abundance, including Hypericum, vines and climbing roses.

6 - Provision for properly designed rest areas or scenic turnouts.

No turnouts are possible in this short section under the railroad tracks.

SECTION F

Photographic Log of Project

Number 1 - North end of project on West side of highway looking South.
Number 2 - North end of project on East side of highway looking South.
Number 3 - Closeup view of one of the existing cut slopes to be planted as a rockery.
Number 4 - Closeup of underpass structure.
Number 5 - South end of project on West side of highway looking North.
Number 6 - South end of project on East side of highway looking North.

Respectfully submitted,

R. H. BALDOCK
CHIEF ENGINEER

H. G. Smith
Construction Engineer

By

George H. Otten
Landscape Engineer

GHO:FF
cc to:

W. H. Lynch - 5
H. G. Smith
S. E. Probert

RECEIVED
JAN 30 1941
FOR FILING

123-J-2

a

September 9, 1940

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

The Parks Bureau of the City of Portland has donated to the State a quantity of rose bushes and other plants, and it is our desire to use them in connection with a proposed roadside improvement project at the Third Street Undercrossing in Bend, Project FA 123-J (2).

The plants proposed to be used consist of 700 Polyanthus Rose Bushes, 1,130 St. Johnswort Plants, and 120 dozen Assorted Rock Plants (sagina, thyme, hen and chickens, creepers, etc.).

Will it be agreeable to your Administration for us to furnish these plants, without charge, for planting by the contractor to whom the contract for the roadside improvement work may be awarded?

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

SHP:MK

2

RECEIVED
OCT 31 1940
FOR

Const
Projects
Landscaping

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 22nd, 1940

Subject: Bend Undercrossing Landscaping

To: ✓ Mr. R. H. Baldock
State Highway Engineer
Office

Dear Sir:

I would like to recommend the landscaping of the Bend Underpass be done by state forces.

This underpass has been left in its natural rock state without masonry or concrete retaining walls, and its appearance is to be improved by the planting of rock plants in the various rock pockets and crevices. Naturally a great deal of care is necessary in planting in such a place, and it is virtually impossible to specify in a contract how to insure the proper bedding for each particular rock creeper. The plants would be contracted for in the usual way, but I feel that if any success is to be obtained in this planting a great deal of effort must be given to actually setting out the plants.

It is estimated that the state force labor will amount to about $800.00.

Very truly yours,

H G Smith
H. G. Smith
Construction Engineer

HGS:AR

TO

D TO
ineer

REFERRED TO
Glenn
By State Highway Engineer
Agerola

R

CONTRACT# [redacted] 2390

FAS 204-B-1 Siletz-Toledo Sec., Siletz 1942
Secon. Hwy.
#2390
Folder # 2

RECEIVED
FOR FILING

[illegible]

2390

January 22, 1951

Excerpt from letter Mr. Devers wrote to Commissioners ---

The case of Homer Johnson v. Highways Commission has been pending for some time. It involved damages which he claimed he suffered in connection with a contract awarded him for work in Lincoln County. His damages were predicated on failure of our sources of materials to develop. Sued for $35,000.00. His attorneys were Ralph W. Moody and Jay Bowerman. We recently compromised and settled for $8,751.23. This settlement was approved by Commissioners Chandler and Reynolds when in Salem on January fifteenth.

For complete letter SEE: CONSTRUCTION
Right of Way
General January 22, 1951

RECEIVED
JAN 5 - 1951
FOR FILING

121-1[illegible]
FAS-204-R-1
2540

January 5, 1951

Oregon State Highway Commission

Gentlemen:

In November of 1940 the State Highway Commission awarded a contract to Homer G. Johnson for the construction of the Siletz-Toledo Section of the Siletz Secondary Highway in Lincoln County. The contractor was several months over the time limit in completing the project but satisfactorily completed the project in August of 1942.

During the progress of the work there was considerable controversy relative to material sources. The contractor alleged that the materials designated by the State were not suitable for use and acquired another source of material, which entailed a more costly operation. After the project was completed the contractor refused to accept his final estimate, and, after a request for additional compensation had been denied, the contractor, through his attorneys, Jay Bowerman and Ralph E. Moody, filed suit against the State Highway Commission for $35,538.48. No court action has followed, but this year our Legal Department is notified that it will be necessary to bring the case into court for trial. In order to settle the controversy, if possible, without court action, since there is some doubt that the State would be able to defend its position, W. C. Williams, First Assistant State Highway Engineer, was authorized to make a complete investigation of all factors pertaining to the project and report his opinion as to the validity of the contractor's claims.

Subsequent thereto, Mr. Williams went over all matters pertaining to the project with the contractor and discussed the project in detail with the Resident Engineer, the Division Engineer, the Construction Engineer, and the Chief Counsel. Mr. Williams reported that, in his estimation, the quarry that was specified was not entirely suitable for the construction of the base course of specified quarry-run rock. Quarry-run rock means that the contractor is allowed to use materials from the quarry without crushing or other processing, and the rock in this quarry was too coarse for construction to the six- and eight-inch thicknesses specified. On this basis, it appeared that the contractor should be entitled to a reasonable cost to provide materials from another source. Mr. Williams determined that a fair compromise would be, first, the allowance of an additional amount of 13.4¢ per cubic yard for the increased haul on 27,142 yards of base material, amounting to $3,637.03.

Second, in using the source of material selected by the contractor, he was required to haul over a county road seven and one-half miles in length, and it was necessary that he, at his expense, maintain this road. The contractor produced evidence that he had expended $2,400 over a period of 20 weeks for the maintenance of this road. Mr. Williams recommended the allowance of the $2,400.

Third, the contractor paid a royalty of 10¢ per cubic yard on the 27,142 yards of material he used, and it is recommended that he be allowed the actual cost of the royalty paid, which amount was $2,714.20.

Adding together the three above items, to wit: $3,637.03, $2,400.00, and $2,714.20, results in a total of $8,751.23.

At a conference attended by Homer Johnson, J. H. Devers, and Mr. Williams, it was proposed that if Mr. Johnson would accept this amount to settle the claim on the project and withdraw his suit for $35.538.48 we would recommend such settlement to you.

I have carefully considered Mr. Williams' analysis of this project, and it is my opinion that the settlement is a fair one and perhaps a better one than we might obtain if we carried the matter to court. The contractor claims an actual loss of approximately $40,000 on the project.

This matter will be on the next agenda, and I recommend to you a settlement with Homer Johnson as outlined above, no payment to be made until a release, satisfactory in all respects to the Legal Department, has been executed by Mr. Johnson and his attorneys.

Very truly yours,

R. H. Baldock
State Highway Engineer

wcw:me hi
cc Mr. W. C. Williams

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

Jan. 2, 1951

Mr. Baldock,

Letter may be released to Comm.

Mr. W. C. Williams
Assistant State Highway Engineer
Office

Dear Mr. Williams:

I have read your report with respect to the Homer Johnson claim, and I think you have made a very plain and very fair statement of the issues and I am in accord with your recommended settlement.

I am returning the statement that you left with me, for I understood that you want it back for your files. I shall be glad to sign your report to the Commission if you want my signature on it. I think you are to be commended for your frankness and your fairness and the manner in which you approached and disposed of this controversy, and I only wish that we could dispose of more problems with the same spirit of fairness.

Yours very truly,

J. M. Devers
J. M. DEVERS

JMD:FRC

NOTED
W. C. WILLIAMS

RECEIVED
OCT 10 1950
FOR FILING

HS 204 B-1

2390

Salem, Oregon
October 9, 1950

Mr. R. H. Baldock
Mr. H. G. Smith

This memorandum is intended for basis of discussion relative to a claim of Homer G. Johnson in the amount of $35,538.48 on his Contract No. 2390, Siletz-Toledo Section of the Siletz Secondary Highway in Lincoln County.

On October 4 I made a thorough examination of this project with Mr. Johnson, inspecting and studying closely the various either contemplated or used sources of material. There is no question but what Mr. Johnson sustained a material loss on this project, but it is also apparent that this loss was occasioned by his failure to acquire the required amount of surfacing materials from the so-called "Skelton pit" one and one-half miles northeasterly from Siletz. Had Mr. Johnson been able to secure the requisite amount of material from this pit, he would have reduced the average haul by approximately eight miles.

The State in no way guaranteed either the quantity or quality of materials from the "Skelton pit", but merely listed it as a prospective source of materials. I, therefore, can see no basis for any allowance to Mr. Johnson by failure of the "Skelton pit."

On the other hand, while our specifications clearly did not guarantee materials from the Agate Beach quarry, it might well be that a definite issue can be made in court of the unsuitability of quarry-run base from this quarry. In my estimation, and this can be considered a matter of opinion only, materials from the Agate Beach quarry are entirely unsuitable for construction of a base thickness of only six inches. The base thicknesses on the contract varied from six inches to ten inches, and it is questionable that the material would even be suitable in a ten-inch thickness.

The contractor's main contention in court will be along this line, and he has, I am told, several contractors who will testify for him on that basis. The unsuitability of this pit can be viewed from the attitude of contractors who, in April of 1947, bid on the Miner Creek-Agate Beach project, which project required the placement of 43,000 cubic yards of quarry-run base from the Agate Beach quarry. All the contractors bid exceptionally high on this item or qualified their bids by objecting to use of the Agate Beach quarry. The low bid was $190,441. This project was readvertised in May of 1947, allowing the materials to be taken from the

Iron Mountain quarry, and the low bid this time was $152,208.50, or almost $50,000 lower than the former bid. If this evidence is allowable and permitted in court, it is my opinion that Mr. Johnson has a point in that on the Miner Creek-Agate Beach job the subbase was to be constructed to a depth of 12 inches. If contractors were of the opinion that it could not be constructed to a thickness of 12 inches, it is quite evident that it could not be used in thicknesses of six to ten inches. This then means that, in order to have acquired suitable materials, the contractor would either have had to crush or screen the materials, and thus they would not be "quarry-run rock or pit-run gravel," as specified in the contract.

For the basis of discussion, eliminating all crushed materials which could have been secured from the Agate Beach quarry, and considering only those materials that were hauled from the Logsden quarry, the facts would be approximately thus: We estimated the haul on materials at 6½¢ per yard per mile, which was about correct for that time. The dead haul from the Agate Beach quarry to the Toledo end of the job was 9.8 miles, so that the haul price would be approximately 65¢ per yard. Johnson hauled some 27,000 yards of material from the Logsden quarry, which is 7.5 miles from the Siletz end of the job. There is no question but that the haul was more expensive per mile, as this was over a narrow and very unstable county road. Johnson, in his original claim, estimated the cost at 10¢ per yard mile, and this is probably nearly correct. This then would make the haul price delivered at the north end of the job 75¢ per cubic yard, or 10¢ more than from the Agate Beach quarry. If we then allowed his contention that the Agate Beach quarry was not suitable, he should be allowed 10¢ per cubic yard for the 27,142 yards he hauled from Logsden. This would total $2,714.20. The only other part of his claim that could be at all considered is the maintenance of the county road while he was hauling over it. He estimates this at $3,476, but from my inspection of the road as of today I do not believe he spent any such sum, or the road would be in much better condition as to surfacing than it now is. I would say that half of this amount would be more in line with what he spent, possibly $1,738. These two items total $4,452.20.

I am of the opinion that our specifications should be clear enough that we could resist his law suit. However, facts later determined as to the Agate Beach quarry are against us; therefore, we should consider whether or not to try to effect a compromise along the lines suggested above or continue to deny the whole claim and go to court.

I have set down these facts merely as my own opinion, and I am making no recommendations until I have had a chance to discuss this matter in detail with you two, as you are much more familiar with conditions existing at the time than I am.

At your convenience I shall be glad to discuss this with you.

W. C. Williams

WCW:me

RECEIVED
OCT 9 1950
FOR FILING

HOMER G. JOHNSON
GENERAL CONTRACTOR

3166 N. GREELEY AVENUE
PORTLAND 12, OREGON

TELEPHONE
TRINITY 0235

FAS-264 E-1

23

Portland Oregon.
9/12/50

Mr. W.C. Williams
Asst. State Highway Engineer.
Salem Oregon.

NOTED
W. C. WILLIAMS

Dear Sir.

I have cleaned up my work over in Washington and am free to make a new appointment to go down to review the old Silitz Job. at any date to suit you. with a couple ~~of~~ days. notice. my office man is away so you will have to. drop me a letter when you can see a convenient date ahead for you and I will call you back on the Telephone so there will be no slip up.

Yours Very Truly.
Homer G. Johnson.

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SEP 14 1950
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUN 19 1950
FOR FILING

FAS-204-B-1

2390

HOMER G. JOHNSON
GENERAL CONTRACTOR

Home Office
3166 N. Greeley Avenue
Portland 12, Oregon

Telephone
Trinity 0235

June 12, 1950

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Attention Mr. W. C. Williams
Assistant Engineer

NOTED
W. C. WILLIAMS

Dear Sir:

This will acknowledge receipt of Mr. Williams' letter agreeing to a meeting with me either the 27th or 28th of June to look over certain matters regarding my claim on the old Siletz Highway contract.

This is to advise you that either of these dates will be agreeable and I will contact you a few days before so that we can arrange for the exact time of the meeting to go over this work.

Yours very truly,

Homer G. Johnson.
Homer G. Johnson.

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JUN 1 [illegible]

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JUN 6 1950
FOR FILING

FAS-204-(3)-1

2390

June 5, 1950

Mr. Homer G. Johnson
3166 Greeley
Portland 12, Oregon

Dear Sir:

I am indeed sorry that I have been unable to go over the Siletz-Toledo job with you prior to this time, as I had promised. Unfortunately, I was away from the office due to illness for most of the month of May and got somewhat behind in my work.

I am rather busy the early part of June, as I will be out of the state during the middle part of the month, but, if satisfactory with you, I will be pleased to meet you at Toledo on either the 27th or 28th of June and go over the entire matter with you in detail.

Will you please advise me as to your desires in this matter.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:mm

cc Mr. J. M. Devers

Mr. Devers: This is in connection with Mr. Johnson's suit against the Highway Commission, your File L 1364.

RECEIVED
APR 20 1950
FOR FILING

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
BEN. R. CHANDLER, MEMBER
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

April 18, 1950

Mr. R. H. Baldock
State Highway Engineer
Office

NOTED
State Highway Engineer

Dear Mr. Baldock: Re: L 1364

The case of Homer Johnson vs. Highway Commission has been pending in the Circuit Court of the State of Oregon for Lane County since February 18, 1944. The case is at issue and has been set for trial June 7, 1950.

In this case you will recall that Mr. Johnson is claiming damages resulting from misinformation included in the call for bids and predicated upon conditions which were not disclosed at the time the bid for the job was submitted.

In the State's answer we have denied any liability and have refuted any right of recovery by the plaintiff. However, there are some grounds upon which Mr. Johnson may safely rely and which will be difficult for us to refute. It isn't necessary at this time for me to discuss those grounds in this letter.

I am told that Mr. Johnson has been discussing with you a possible compromise settlement. Just how far those discussions have gone or what has been said, I do not know, but if there is prospect of a compromise settlement I would like to be informed so that I will know what to do with respect to preparation for trial.

Very truly yours,

J M Devers
J. M. DEVERS

JMD:NH

cc - W. C. Williams

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FEB 1[illegible]
FOR [illegible]

Stencil No. 124

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

FAS 204-B-1

February 3, 1944

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon FAS 204-B(1)
Siletz-Toledo Section
Siletz Secondary Highway

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the modified project agreement and certificate for the above-numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Sr. Highway Engineer

Encl.

RECEIVED
FEB 4 1944
OREGON
STATE HIGHWAY COMMISSION

Jon

WA4pr-10740

Section B(1)
Oregon Federal Aid Secondary Project No. FAS 204

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on June 12, 1941 by The Oregon State Highway Commission and on June 21, 1941 by the Federal Works Administrator, the said parties entered into an agreement for the improvement of that certain highway described therein and designated as Oregon Federal Aid Secondary Project No. FAS 204, Section B(1); and

WHEREAS, the State Highway Department of Oregon has requested the Administrator to approve a revision of the estimate for said project to provide that the Federal funds approved and set aside to the credit of the project be increased from $32,418.60 to $45,814.00.

NOW, THEREFORE, it is hereby mutually agreed by and between the said State Highway Department and the Administrator that the estimate be revised in the manner above indicated and that said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Administrator has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications and estimate, and the sum of forty-five thousand, eight hundred fourteen and 00/100 dollars ($45,814.00) as the share of the United States payable under said act on account of Section B(1) of said project, which does not exceed the authorized Federal pro rata share of approved total estimated cost thereof;"

Article IV shall read:

"Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section B(1) of said project shall not in any event exceed the sum of forty-five thousand, eight hundred fourteen and 00/100 dollars ($45,814.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of seventy-four thousand, three hundred twenty-five and 13/100 dollars ($74,325.13), the approved total estimated cost of Section B(1) of said project."

Except as herein specifically modified the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

IN WITNESS WHEREOF the said parties have hereunto affixed their signatures, the Highway Department on Nov. 8 1943,

and the Administrator on DEC 28 1943.

OREGON STATE HIGHWAY COMMISSION

By T H Banfield
Chairman, State Highway Commission

By A W Schaupp
Member, State Highway Commission

By ______________________
Member, State Highway Commission

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

FEDERAL WORKS ADMINISTRATOR,

By W J O'Leary
Acting Commissioner of Public Roads

Section B(1)
Oregon Federal Aid Secondary Project No. FAS 204

Form PR. 8—Revised

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Agency as Federal Aid Secondary Project No. FAS 204-B(1) State of Oregon

Second. That in accordance with said provisions I have approved the sum of $74,325.13 in lieu of the $32,418.60 approved by Certificate dated June 21, 1941 as the total estimated cost of said project, and the sum of $45,814.00/ as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this ______ day of ______ one thousand nine hundred and DEC 28 1943

Federal Works Administrator,

By H. J. O'Leary
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—10120

RECEIVED
JAN 3 1944
FOR FILING

FAS 204-R-1

December 27, 1943

Honorable Robt. S. Farrell, Jr.
Secretary of State
Salem, Oregon

Dear Sir:

This will acknowledge receipt of your letter of December 23, 1943, enclosing copies of letters from the National Hospital Association, advising that their claims against Homer G. Johnson, in connection with his contract No. 2390, for work on the Siletz-Toledo Section of the Siletz Secondary Highway, Lincoln County, have been satisfied. These claims, you state, amounted to $110.40 and $116.00.

Thank you for this information.

Very truly yours,

Acting Secretary
OREGON STATE HIGHWAY COMMISSION

RS

NOTED
RUTH SMITH

Recorded on card -12-27-43

December 27, 1943

National Hospital Association
716 S. W. Third
Portland, Oregon

Attention: C. C. Bechtold, General Manager

Gentlemen:

This is to advise that we have today received copies from the Secretary of State of letters from the National Hospital Association advising that their claims, in the amount of $110.40 and $116.00, against Homer G. Johnson's contract No. 2390, for work on the Siletz-Toledo Section of the Siletz Secondary Highway, in Lincoln County, have been satisfied.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

RS

December 27, 1943

Maryland Casualty Company
Mansfield & Company
312 Lewis Building
Portland, Oregon

Gentlemen:

This office has received information from the Secretary of State to the effect that the claims of the National Hospital Association, in the amount of $110.40 and $116.00, against Homer G. Johnson, in connection with his contract No. 2390, for work on the Siletz-Toledo Section of the Siletz Secondary Highway, in Lincoln County, have been satisfied.

Very truly yours,

Acting Secretary
OREGON STATE HIGHWAY COMMISSION

MS

cc - Homer G. Johnson
3166 N. Greeley
Portland, Oregon

#2340

ROBERT S. FARRELL JR.
SECRETARY OF STATE
SALEM, OREGON

December 23, 1943

Oregon State Highway Commission
Salem, Oregon

Gentlemen: Attention Mr. H. B.Glaisyer

There are enclosed for your information and files, copies of letters from National Hospital Assn. advising that their claims against Homer G. Johnson, principal, and General Casualty Company of America, surety, for $110.40 and $116.00 have been satisfied.

Kindly acknowledge receipt of the copies in order to complete our files.

Very truly yours,

Robt S. Farrell Jr.
Secretary of State

F:FO
enc 2

RECEIVED
DEC 27 1943
OREGON
STATE HIGHWAY COMMISSION

COPY

NATIONAL HOSPITAL ASSOCIATION

Mohawk Building, 716 S.W. Third
Portland, Oregon U. S. A.

December 22nd, 1943

Hon. Robert S Farrell,
Secretary of State,
Salem,
Oregon.

Dear Sir:

You are hereby notified that our lien for $116.00, filed November 16th, 1942, against the bond of Homer G. Johnson, principal, and General Casualty Company of America, surety, for work done on Siletz-Toledo section of the Oregon State Highway contract, number 2390, has been paid and said lien and claim is hereby withdrawn and cancelled.

Yours very truly,

NATIONAL HOSPITAL ASSOCIATION

By C. C. Bechtold
General Manager

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FOR FILE
FAS 3.1.1-1

TELEPHONE 8900

RALPH E. MOODY
ATTORNEY AT LAW
SUITE 404 GUARDIAN BUILDING
SALEM, OREGON

Dec. 6, 1943

Mr. H. B. Glaisyer
Sec. Highway Commission
State Office Bldg.
Salem, Oregon

Re: Homer G. Johnson Claim

Dear Mr. Glaisyer:

Through some inadvertance I failed to acknowledge your letter of November 23, 1943, advising that the commission sympathized with Mr. Johnson in his loss and denied his claim.

I had a conference with Mr. Devers over the telephone soon after receiving your letter, and he concurred in the view that Mr. Johnson has at least 90 days from date of receipt of your letter of Novwmber 23, 1943, in which to institute court proceedings on his claim.

With kindest regards and best wishes, I am

Sincerely yours,

Ralph E. Moody

Ralph E. Moody

REM:LM

COPIES TO COMMISSIONERS [illegible]
12/8/43

NOTED
H. B. GLAISYER

RECEIVED
DEC 7 1943
OREGON
STATE HIGHWAY COMMISSION

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NOV 23 1943
FOR FILING

FA [illegible]

November 23, 1943

Mr. Ralph Moody
Attorney at Law
Guardian Building
Salem, Oregon

Dear Sir:

The State Highway Commission, at its meeting on November 6, 1943, gave very deliberate consideration to the claim of Homer O. Johnson against the State, growing out of his contract for the construction of the Siletz-Toledo Section of the Siletz Secondary Highway, Contract No. 2390.

The claim was considered from the standpoint of legal principles involved and the facts upon which the claim is based. The Commission can find no ground upon which an allowance of the claim can be justified. It sympathizes with Mr. Johnson and regrets that he has sustained a loss, but the loss does not appear to the Commission to be one which is chargeable to the State. Therefore the claim was denied. I was instructed to advise you accordingly.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:MS

cc - Mr. J. M. Devers

RECEIVED
NOV 12 1943
FOR FILING

FAS 204-B-1

November 10, 1943

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Herewith are enclosed four copies of excerpt from the minutes of the meeting, on October 1, 1942, of the State Highway Commission, granting an extension of time to complete the construction of the Siletz-Toledo Section, Project No. FAS 204-B (1).

These copies were inadvertently omitted when copies of the final voucher were submitted.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. M. Probert
Office Engineer

Dictated by J. W. Nash/ER

Encl.

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

November 8, 1943

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to the final voucher assembly for Oregon Federal Aid Secondary Project FAS 204-B(1), Siletz-Toledo Section of the Siletz Highway, received with your letter of August 31, 1943. The usual copies of the excerpt from the minutes of the Highway Commission regarding the extension of time were not enclosed. Will you please forward them to complete the record.

Very truly yours,

W. H. LYNCH
District Engineer

By: LJCaufield
L. J. Caufield
Senior Highway Engineer

RECEIVED
NOV - 9 1943
OREGON
STATE HIGHWAY COMMISSION

EXCERPT FROM MINUTES OF MEETING ON OCTOBER 1, 1942 OF THE OREGON STATE HIGHWAY COMMISSION

Homer G. Johnson, contract No. 2390, for grading, surfacing and oiling the Siletz-Toledo Section of the Siletz Secondary Highway, in Lincoln County, requested an extension of time, from August 31, 1941, to August 21, 1942, within which to complete this job. He alleged that his failure to complete the project within the specified time limit was due to the following reasons: adverse weather conditions, shortage of skilled labor, difficulties in securing repair parts, supplies and equipment, increase in quantities, and insufficient quantities of surfacing materials obtainable from sources specified in the contract. The Engineer advised that to a minor degree Mr. Johnson was handicapped throughout the job by shortage of skilled labor and difficulties encountered in obtaining repair parts and supplies, but in the main the delay was caused by his superficial examination of the proposed gravel pits prior to his bidding and to his total inability to secure the satisfactory material which he anticipated using. He gave as his thought, in view of the circumstances prevailing during the past year under which the contractor had little opportunity to conduct the job efficiently, that the extension of time requested should be granted without penalty and he so recommended, notwithstanding that this is a federal aid job and the Public Roads Administration does not concur. The Commission approved the recommendation.

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FAS 204-B-1

November 9, 1943

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith are enclosed two signed copies of modified agreement for the Siletz-Toledo Section, Project No. FAS 204-B (1).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

FAS 204-B-1

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

RECEIVED
FOR [illegible]

October 28, 1943

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed **modified** project agreement for signature and return to this office for Oregon FAS 204-B(1), Siletz-Toledo Section of the Siletz Highway.

Enclosed also is an approved copy of the detail estimate upon which the agreement was based, ~~together with approved copy of specifications.~~

Very truly yours,

W. H. LYNCH
District Engineer

By L Caufield
L. J. Caufield
Sr. Highway Engineer

Encls.

RECEIVED
OCT 29 1943
OREGON
STATE HIGHWAY COMMISSION

Jon

October 23, 1943

Mr. Ralph E. Moody
Attorney at Law
Suite 404 Guardian Building
Salem, Oregon

Dear Mr. Moody:

This note is simply to inform you that the next regular meeting of the State Highway Commission is scheduled to be held on Monday, November 8, 1943. The meeting place is in the auditorium, on the third floor of the Public Service Building, Portland.

I thought that you would like the same time that was set for your appearance at the last meeting, so I am again scheduling you to be present at 2:00 p. m., which I trust is satisfactory.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:RS

TELEPHONE 8800

RALPH E. MOODY
ATTORNEY AT LAW
SUITE 404 GUARDIAN BUILDING
SALEM, OREGON

~~AGENDA
OCT 12 1943~~

~~D~~

AGENDA
NOV 8 1943

D

Sept. 21, 1943

Mr. H. B. Glaisyer
Secretary Oregon State
Highway Commission
Salem, Oregon

Re: Contract #2390

Dear Mr. Glaisyer:

Thank you for your letter of the 20th instant addressed to Mr. Homer G. Johnson in my care, with carbon copies to Mr. Jay Bowerman of Portland and to me advising that the commission will grant an oral hearing to Mr. Johnson's claim at its meeting in Portland, Tuesday, October 12, 1943, in the auditorium of the Public Service Building at 2 P.M. We will be on hand.

Again thanking you, I am, with the kindest regards,

Sincerely yours,

Ralph E Moody
Ralph E. Moody

REM:LM

2:00 P.M.
~~Oct 12 '43~~
Nov. 8, '43

NOTED
H. B. GLAISYER

D

September 20, 1943

Mr. Homer G. Johnson
c/o Mr. Ralph E. Moody
Guardian Building
Salem, Oregon

Dear Sir:

This acknowledges receipt of your letter of this date, with further reference to your claim against the State Highway Commission, arising out of your contract No. 2390, for the construction of the Siletz-Toledo Secondary Highway Project, in Lincoln County. This letter I have just received.

I note your request for a hearing before the Commission, for oral discussion of this matter.

The Highway Commission will be pleased to grant you such a hearing at its next regular meeting, which is scheduled to be held in Portland on Tuesday, October 12, 1943. This meeting will be convened in the auditorium of the Public Service Building, and I am scheduling your appearance before the Commission at 2:00 p.m. on that day, which I trust is satisfactory.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:RS

cc - Mr. Ralph E. Moody
Guardian Building
Salem, Oregon

cc - Mr. Jay Bowerman
Yeon Building
Portland, Oregon

TELEPHONE 8900

RALPH E. MOODY
ATTORNEY AT LAW
SUITE 404 GUARDIAN BUILDING
SALEM, OREGON

Sept. 20, 1943

State Highway Commission
Salem, Oregon

Re: Contract No. 2390
Siletz-Toledo Highway

Gentlemen:

On November 23rd, 1942, I addressed a letter to Mr. R. H. Baldock, State Highway Engineer, making claim for extra cost incurred by me in the performance of the above mentioned contract, and a copy of such letter is hereto attached.

On March 3rd, 1943, the commission indicated that it did not feel justified in making compensation for the expense incurred by me over and above that provided for in the contract, and denied the claim. Since that time the commission granted my request that they give the matter further consideration and hearing.

In view of the fact that the questions involved are very important to all of the parties interested, the matter can be better examined and considered by oral presentation, therefore I respectfully request that the commission set a time for hearing of the matter at a date and hour satisfactory to the commission.

Respectfully submitted,
Homer G. Johnson

ACKNOWLEDGED
H. B. GLAISYER

Jay Bowerman Yeon Bldg., Portland, Oregon

Ralph E Moody Gd'n. Bldg., Salem, Oregon
Attorneys for Homer G. Johnaon

RECEIVED
SEP 20 1943
OREGON
STATE HIGHWAY COMMISSION

2:00 PM Oct 12

3166 N. Greeley

November 23, 1942

Mr. R. H. Baldock
State Highway Engineer,
Salem, Oregon.

RE: Contract #2390
Siletz-Toledo Highway

Dear Sir:

I recently discussed with you a claim which I wish to assert for extra costs incurred by me in the performance of the above contract over and above that which was allowed in the final estimate.

I am hereby setting forth the facts which I think entitle me to be paid this additional compensation, together with the amounts claimed due.

During the time this project was advertised for bids, which were opened on the 13th of Nov. 1940, I took out a set of plans and during the day of Nov. 11th, I spent most of the day looking over the project. I took cognizance of the information set out in the plans to bidders relative to what was offered as possible sources of surfacing materials. I inspected the state owned quarry at Newport and noted that the amount of good rock left in the quarry was very questionable and I also observed that the specifications stated that another contractor, who held a state contract, had a prior right to its use, and that he might exhaust all of the rock or might be operating at the time it would be necessary to operate for the Siletz-Toledo project. Therefore I dismissed this source as unworthy of further consideration.

I also considered the private source near the state owned quarry but I would have had to buy that rock which, with the long haul involved, would have made the costs entering into the bid exorbitant.

After giving careful consideration to the various sites mentioned in the plans I decided that the commercial gravel site 1½ miles north of Siletz, known as the Skelton pit, was the best and cheapest of all the sources comtemplated. At this site there was an area of 4 acres and an additional area of approximately 3 acres adjoining, which all power line pole holes, a well hole, and the abrupt river bank along the entire area indicated to be of about the same formation as the excavated part of the pit whence approximately 18,000 yards had been taken. The material previously removed from this pit would have been satisfactory for the project in question. The property owner informed me that the operators of the pit had put down several test holes and that they had indicated practically the same class of material as had been taken out. He also advised me of the prices at which the operators would furnish the material to be processed and also their royalty prices, all of which were very reasonable. This same property owner also reported to me that some of your engineers had previously been inspecting the site and had expressed a desire to see this material used for the Siletz-Toledo project due to the possibilities of its being cheaper than any other material available.

During the early part of August 1941 when we had the clearing and grading work nearly done we proceeded, in conjunction with the operators of the pit, to strip the area adjacent to the old pit and to prepare for the surfacing work. After stripping considerable of this area it was discovered that the greater part of the remaining area was composed of gravel of which the sand content was much greater than it had been in the pit previously excavated.

After trial of numerous methods of extracting this gravel it was determined that only approximately 7,000 cubic yards of approved material could be secured from the area whereas 40,000 yards were required for the project.

After several weeks of prospecting we discovered a pit near the Post Office of Logsdon which had plenty of satisfactory gravel but which involved an additional six mile haul over a poorly constructed county road, which required a great deal of maintenance. Except for 4,000 yards for the crushed materials obtained from a pit 4 miles from the Skelton pit, we secured the remainder of the rock for the project from the Logsdon pit.

In arriving at the estimated costs at the time of bodding, I wish to assure you that no hasty consideration was given to the pits under review. In fact a very careful consideration was given to the Skelton pit at the time of bidding and it did not look possible for this pit to fail to deliver the quantity required. I am sure this viewpoint was shared by most of the other contractors as their bids clearly reveal.

Following is a tabulstion of the bids (on the two principal surfacing items) of the seven contractors bidding the work. I think you will agree that the prices quoted by a majority of them plainly indicate that they could not have figured anything other than the Skelton pit, as most of them were lower on these two items than I was.

	29,600 yds Ballast 6"----0		7,100 tons Base Course 1¼"--0		Total both Items
H. G. Johnson	1.40	41,440.00	1.40	9,940.00	$51,380.00
Berke Bros	1.15	34,040.00	1.80	12,780.00	46,820.00
E. C. Hall Co.	1.15	34,040.00	1.50	10,650.00	44,670.00
Babler Bros.	1.25	37,000.00	1.90	13,490.00	50,490.00
Leonard & Slate	1.25	37,000.00	1.50	10,650.00	47,650.00
Newport Co.	1.38	40,848.00	1.87	13,277.00	54,125.00
A. Milne	1.60	47,360.00	2.00	14,200.00	61,560.00

It has long been a practice with your department, when calling for bids, to specify or point out some sources of raw materials whence the surfacing materials could be produced or secured. This, we all know, is done for two main reasons:

> To assist the contractors infinding a suitable site on which to base their bids within the limited time available for investigation.
>
> To make certain that they will not overlook the sources which would result in the State getting the lowest possible prices.

This practice is no doubt entirely proper, but where contractors are led to certain sources by direct mention of them in the specifications, with the obvious intent of getting the lowest possible bids and when as many competent contractors as bid on this project all assumed that the material was in the Skelton pit, and after the failure of the pit through no fault of the contractor, I feel that the State should pay the difference in hauling costs between this pit and the pit that was the next lowest in costs which was the pit near Logsden and which we used.

In a job of this size when such a condition arises there is always a great many thousand dollars of extra expense over and above the direct expense. I am willing to assume the indirect expense and am only making claim to the State to pay the direct determinable costs of the extra miles hauled, plus the maintenance of the extra road, which costs were not included in my bid nor in any of the other bids of the seven contractors bidding on the project.

I am setting up the extra costs for which I seek additional compensation as follows:

Hauling 27,142 yards pit run gravel 6 miles extra at 60¢ per yard	16,285.20
Hauling approximately 4,000 yards crushed gravel 4 miles extra at 40¢	1,600.00
Hauling 3,620 yards crushed gravel 6 miles extra	2,172.00
Maintenance of county road for six miles; costs not accurately available but estimated at 10¢ per yard on 34,760 yards	3,476.00
Total claim	$23,533 20

Awaiting your early consideration of this claim I am

Respectfully yours,

Homer G. Johnson

RECEIVED
SEP 25 1943
FOR FILING

FAS 204-B-1

September 23, 1943

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith are enclosed seven copies of page 2 of the modified agreement estimate for the Siletz-Toledo Section, Project No. FAS 204-B (1).

These copies are to replace those sent to you previously, which were incorrect due to using the wrong percentage in computing the FAS funds requested.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. N. Nash/GS

Encl.

FAS Funds- -	$ 45,814.00
State Funds- -	28,511.13
	$ 74,325.13

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

RECEIVED
SEP 21 1943
FOR FILING

FAS 204-B-1

Salem, Oregon
September 20, 1943

Homer G. Johnson's Claim

Mr. R. H. Baldock
State Highway Engineer

Dear Sir:

I am handing you, herewith, a copy of a letter that has just been handed to me by Mr. Ralph Moody, Attorney for Homer G. Johnson, regarding his claim against the Commission for extra compensation arising out of his Siletz-Toledo contract No. 2390.

Mr. Johnson wants a hearing before the Commission at its next regular meeting, so I have scheduled his appearance before the Commission at 2:00 p.m. on October 12.

Very truly yours,

Secretary

HBG:MS

RECEIVED
SEP 16 1943
FOR FILING

FAS 204-B-1

September 15, 1943

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing herewith seven copies of estimate as basis for modified agreement for the Siletz-Toledo Section, Project No. FAS 204-B (1).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department — Federal Aid Secondary
Project No. FAS 204-B (1)

SILETZ-TOLEDO SECTION OF THE
SILETZ HIGHWAY IN LINCOLN COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, June 5, 1943

Roadway (Sta. 61+11 to 261+00) (Sta. 309+00 to 347+65)
(Sta. 348+50 to 362+00) (Sta. 377+00 to 410+05)

All Required		Clearing and Grubbing		$ 2,335.00
120	cu. yds.	Trench Excavation, Unclassified	$ 1.00	120.00
35,000	cu. yds.	General Excavation, Unclassified	.30	10,500.00
7,400	yd. mile	Truck Haul	.12	888.00
10,500	lin. ft.	Rounding Cutbanks	.08	840.00
5.08	miles	Finishing Roadbed and Slopes	200.00	1,016.00
32	lin. ft.	12" Corr. Metal Pipe	1.90	60.80
30	lin. ft.	15" Corr. Metal Pipe	2.25	67.50
30	lin. ft.	24" Corr. Metal Pipe	4.00	120.00
20	lin. ft.	36" Corr. Metal Pipe	7.75	155.00
550	lin. ft.	12" Concrete Pipe	1.15	632.50
400	lin. ft.	18" Concrete Pipe	2.65	1,060.00
70	lin. ft.	24" Concrete Pipe	3.25	227.50
4	lin. ft.	36" Concrete Pipe	7.50	30.00
44	lin. ft.	Salvaging Culvert Pipe	.75	33.00
22,000	cu. yds.	6" - 0" Material in Base	1.40	30,800.00
4,800	tons	1½" - 0" Material in Leveling Course	1.40	6,720.00
130	cu. yds.	Filler	.50	65.00
130	yd. mi.	Hauling Filler	.20	26.00
160	M-gal.	Sprinkling	1.50	240.00
5.42	miles	Preparation of Base	100.00	542.00
2,600	tons	Furnishing and Placing Aggregates	2.05	5,330.00
62	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	18.00	1,116.00
124	tons	Furnishing and Placing Light Tar	18.00	2,232.00
134	tons	Furnishing and Placing Heavy Tar	18.00	2,412.00
			Subtotal	$ 67,568.30
			10% Engr. & Cont.	6,756.83
			Total	$ 74,325.13

Length of Roadway — 5.418 miles
Cost per mile — $ 13,718.18

FAS Funds- -$ 46,400.00
State Funds- 27,925.13

$ 74,325.13

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

RECEIVED
SEP 9 1943
FOR FILING

September 2, 1943

Mr. Ralph E. Moody
Attorney at Law
Suite 404, Guardian Building
Salem, Oregon

Dear Mr. Moody:

Reference is made to your letter of the 13th ultimo in which you request in behalf of your client, Mr. Homer G. Johnson, an extension of time until September 20, 1943 within which to present additional data and evidence in behalf of Mr. Johnson's claim against the state arising out of his contract No. 2390, for the construction of the Siletz-Toledo Section of the Siletz Secondary Highway in Lincoln County.

This matter had the attention of the State Highway Commission at its meeting of August 23, 1943. I am pleased to inform you that your request was granted by the Commission.

Very truly yours,
STATE HIGHWAY COMMISSION

By
Secretary

HBG:rw

cc - J. M. Devers

AGENDA
AUG 23 1943

4-a

TELEPHONE 8900

RALPH E. MOODY
ATTORNEY AT LAW
SUITE 404 GUARDIAN BUILDING
SALEM, OREGON

August 13, 1943

State Highway Commission
Salem, Oregon

Re: Homer G. Johnson Claim on Contract No. 2390

Gentlemen:

Mr. Johnson respectfully requests that he may be allowed until the 20th day of September, 1943, within which to present some additional data and evidence in behalf of his claim on contract No. 2390 for construction on the Siletz-Toledo section of the Siletz Highway in Lincoln County, Oregon.

This request for such additional time is not made for the purposes of delay, but is honestly and sincerely requested as such additional data and information are both pertinent and material to all of the parties concerned, and it is the desire and purpose of Mr. Johnson to assemble, gather and present the same in a concise and concrete form, necessitating the additional time herein requested.

Sincerely yours,

HOMER G. JOHNSON

By: Ralph E Moody
Ralph E. Moody

REM:LM

RECEIVED
AUG 13 1943
STATE HIGHWAY COMMISSION

refer to Commission

C

FAS 204-E-1

June 11, 1943

Mr. Homer G. Johnson
c/o Imperial Hotel
Portland, Oregon

Dear Sir:

Responding to your telephonic request of yesterday, I am forwarding to you today, under separate cover, a copy of your contract No. 2390 for construction of the Siletz-Toledo Section of the Siletz Secondary Highway, in Lincoln County.

Very truly yours,

AM

Secretary

TELEPHONE 8900

RALPH E. MOODY
ATTORNEY AT LAW
SUITE 404 GUARDIAN BUILDING
SALEM, OREGON

June 1, 1943

FAS 201-B-1

Mr. H. B. Glaisyer
Secretary Oregon State
Highway Commission,
State Office Bldg.
Salem, Oregon

Re: Homer G. Johnson Claim on
Contract No. 2390

Dear Mr. Glaisyer:

Thank you for yours of May 29, 1943 advising that the state highway commission had its meeting on May 12, 1943, at which time it took final action on the above mentioned claim.

You advise that the commission decided against the claim and that you so advised Mr. Johnson on May 17, 1943, and enclose me a copy of your letter of May 17, 1943 to Mr. Johnson.

We understand that the 90 days within which Mr. Johnson may take any further action or proceeding begins to run from the date that Mr. Johnson received your letter of May 17, 1943.

Again thanking you, and with the kindest regards and best wishes, I am

Sincerely yours,

Ralph E. Moody
Ralph E. Moody

REM:LM

RECEIVED
JUN 2 - 1943
OREGON
STATE HIGHWAY COMMISSION

NOTED
H. B. GLAISYER

copy to Dewes
6/2/43
a.m.

RECEIVED

FAS 204-R-1

May 29, 1943

1f

Mr. Ralph Moody
Attorney at Law
Guardian Building
Salem, Oregon

Dear Sir:

The State Highway Commission, at its meeting on May 12, 1943, took final action on the claim of contractor Homer G. Johnson for extra compensation arising out of his contract No. 2390 with the Commission for construction of the Siletz-Toledo Section of the Siletz Secondary Highway, in Lincoln County. The Commission decided that there is no justification for allowing the claim and accordingly denied it.

I wrote Mr. Johnson on May 17, 1943, advising him of the Commission's action. A copy of my letter is attached hereto.

I am giving you this information at the request of Mr. J. M. Devers, Chief Counsel for the State Highway Commission.

Very truly yours,

HBG:AM

Secretary

cc - J. M. Devers

May 17, 1943

1f

Mr. Homer G. Johnson
3166 North Greeley Ave.
Portland, Oregon

Dear Sir:

Reconsideration was given by the State Highway Commission, at its meeting on Wednesday of last week, to your claim for extra compensation arising out of your contract No. 2390 for construction of the Siletz-Toledo Section of the Siletz Secondary Highway, in Lincoln County.

I was instructed by the Commission to inform you that the Commission, after careful review of the facts in the case, has decided not to allow you the extra amount requested. It appeared to the Commission that the facts, as disclosed at the previous meeting, are not justification for payment of the extra amount.

Very truly yours,

HBG:AM

Secretary

March 23, 1943

Mr. Homer G. Johnson
3166 North Greeley Ave.
Portland, Oregon

Dear Sir:

With further reference to your letter of March 15 in which you express a desire to appear before the Highway Commission at its next meeting to discuss your claim for extra compensation arising out of the Siletz-Toledo Project, wish to say that the next regular meeting of the Commission is scheduled to be held in Portland on Wednesday, April 7, 1943.

I have scheduled your appearance before the Commission at 10:00 a. m. on that day, which I trust is satisfactory. The meeting, as usual, will be held in the auditorium of the Public Service Building.

Very truly yours,

HBG:AM

Secretary

March 16, 1943

Mr. Homer G. Johnson
3166 N. Greeley Ave.
Portland, Oregon

Dear Sir:

I have just received your letter of March 15 in which you state your desire to appear before the State Highway Commission for a discussion of your claim for extra compensation arising out of your contract No. 2390 for the construction of the Siletz-Toledo Project.

The Commission will be glad to discuss this matter with you and I am scheduling your appearance before the Commission at its April meeting. This meeting date has not as yet been set but I will advise you as soon as it is scheduled.

Very truly yours,

HBG:AM

Secretary

HOMER G. JOHNSON
GENERAL CONTRACTOR

HOME OFFICE
3166 N. GREELEY AVENUE
PORTLAND, OREGON

TELEPHONE
TRINITY 0235

~~AGENDA
APR [illegible] 1943~~

D

AGENDA
MAY 11 1943

1-f

March 15, 1943.

Oregon State Highway Commission
Salem, Oregon.

Attention Mr. H. B. Glaisyer,

Gentlemen:

Your letter of March 3rd conveying the information that my claim for extra compensation on contract #2390 was officially denied by the Commission has been received and carefully noted.

I am requesting permission to appear before the Highway Commission in person for the purpose of presenting my claim to them for further consideration. I will appreciate having you arrange a date for such a hearing. Please advise me a few days in advance.

Yours very truly,

Homer G. Johnson

Homer G. Johnson.

10:00 AM
April 7th

NOTE TO Johnson
DATE 3-23-43

RECEIVED
MAR 1[illegible] 1943
STATE HIGHWAY COMMISSION

ACKNOWLEDGED
H. B. GLAISYER

D

March 3, 1943

Mr. Homer G. Johnson
3166 North Greeley
Portland, Oregon

Dear Mr. Johnson:

The State Highway Commission, at its last meeting, had under discussion your claim for additional compensation arising out of your contract, No. 2390, for the Siletz-Toledo Project, in Lincoln County.

After very careful consideration of this matter and a study of the facts in the case as reported by the Engineer, the Commission found it necessary to deny your claim. The reasons that prompted the action have previously been disclosed to you by Mr. Baldock, although I might state briefly that the Commission considers that it is in no way responsible for the extremely high cost of the work, hence does not feel justified in compensating you for your expense over and above that provided for in the contract.

Very truly yours,

HBG:AM

Secretary

RECEIVED
[illegible] 21

FAS [illegible]-B-1

Salem, Oregon
May 19, 1943

Mr. S. H. Probert, Office Engineer
Mr. H. G. Smith, Construction Engineer
OFFICE

Dear Sir:

At the last meeting of the Highway Commission reconsideration was given the claim of Homer G. Johnson for additional compensation arising out of his contract for the Siletz-Toledo Project. The claim was denied.

Very truly yours,

R. H. Baldock
State Highway Engineer

JM:js

RECEIVED
MAR 2

March 24, 1943

Mr. T. H. Banfield, Chairman
Oregon State Highway Commission
4784 S. E. 17 Avenue
Portland, Oregon

Dear Mr. Banfield:

Mr. Homer G. Johnson will appear before the State Highway Commission at the meeting on April 7 to discuss his claim for additional compensation in connection with his contract for the grading, surfacing, and oiling of the Siletz-Toledo Section of the Siletz Secondary Highway in Lincoln County. In order that you may be informed with reference to this subject, I am enclosing a copy of my letter of December 22, 1942 to the members of the State Highway Commission and a copy of Mr. Johnson's claim.

Very truly yours,

R. H. Baldock
Chief Engineer

hi

3/23/43

Mr. Baldock:—

This is just to remind you ~~that~~ Homer Johnson will appear before the commission on ~~April~~ 7th to discuss his claim for extra compensation in connection with his Siletz-Toledo project.

REFERRED TO
Miss Injury
By Chief Engineer

Prepare a letter to the
two new Commissioners
advising them of Johnson
appearance and copying
the previous letter I wrote
[illegible]

RECEIVED
MAR 2[illegible]
FOR FILE

FAS [illegible]

March 19, 1943

Mr. E. F. Altree
Agate Beach, Oregon

Dear Sir:

I wish to acknowledge receipt of and thank you for your letter of March 16, 1943, advising that your claim, in the amount of $274.68, against Homer G. Johnson in connection with state highway contract No. 2390, has been paid in full. We are today making note of this on our records of this contract.

Very truly yours,

AM

Secretary

NOTED
A. L. MONSON

March 19, 1943

Mr. Homer G. Johnson
3166 North Greeley
Portland, Oregon

Dear Sir:

This is to advise you that we have received information from E. F. Altree that his claim, in the amount of $274.68, against you in connection with contract No. 2390, has been paid in full. We are today making note of this on our records of this contract.

According to our records, the only claims still outstanding against this job are those of the Truck Wrecking Company in the amount of $68.00, and the National Hospital Association in the amount of $116.00.

Very truly yours,

AM

Secretary

cc - Maryland Casualty Co.
Mansfield & Company
312 Lewis Bldg.
Portland, Oregon

Altree Quarries
E. F. ALTREE, Propr.
Crushed Rock Top Soil Road Construction
Agate Beach, Oregon,

Agate Beach Ore.
March 16. 1943

Oregon State Highway comm.
Salem, Oregon

Dear Sirs:-

Referring to Homer G. Johnson's claim - of $274.68 on contract no 2390

I wish to advise you that this amount has been paid in full.

Very truly Yours

E. F. Altree:
By Mrs. E. F. A.

REFERRED TO
Miss Morrison
BY SECRETARY

notify Johnson

RECEIVED
MAR 1 [illegible]
FOR FILING

708 204B1

March 12, 1943

Mr. Homer G. Johnson
General Contractor
3166 N. Greeley Ave.
Portland, Oregon

Attention: H. A. Stewart

Dear Sir:

This acknowledges receipt of your letter of March 10 in regard to the claim of E. F. Altree in connection with your contract No. 2390, Siletz-Toledo Project.

We have not received information from Mr. Altree to the effect that his claim has been satisfied. However, we are writing him today, asking that he advise this office that his claim has been paid in order that we may clear our records. As soon as we hear from him we will advise you.

Very truly yours,

AM Secretary

March 12, 1943

Mr. E. F. Altree
Agate Beach, Oregon

Dear Sir:

We understand that your claim, in the amount of $274.68, against Homer G. Johnson in connection with his contract No. 2390, Siletz-Toledo Section of the Siletz Secondary Highway, has been paid in full.

If so, will you please advise us so we can clear our records. May we hear from you at your earliest convenience.

Very truly yours,

HBG:AM

Secretary

HOMER G. JOHNSON
GENERAL CONTRACTOR

HOME OFFICE
3166 N. GREELEY AVENUE
PORTLAND, OREGON

TELEPHONE
TRINITY 0235

March 10, 1943.

State Highway Commission
Salem, Oregon.

Gentlemen:

Under date of Oct. 17, 1942 we wrote Mr. E. F. Altree of Agate Beach, Oregon, requesting that he advise you that his account against Homer G. Johnson had been paid in full.

Up to date we have no information that he has released his claim.

Will you please inform us as to the present status of this matter.

Very truly yours,

HOMER G. JOHNSON
By H. A. Stewart
H. A. Stewart.

Copy to
E. F. Altree
Agate Beach, Oregon.

REFERRED TO
[illegible]
BY SECRETARY

what do our records show re this?

RECEIVED
MAR 11 1943
STATE HIGHWAY COMMISSION

RECEIVED
MAR 8 1943
FOR FILING

FAS 264-B-1

March 6, 1943

Wilbur, Beckett, Howell & Oppenheimer
Attorneys at Law
Board of Trade Building
Portland, Oregon

Attention: Calvin N. Souther

Gentlemen:

This acknowledges receipt of your letter of March 2, 1943, requesting information concerning Homer G. Johnson's contract, No. 2390, for construction of the Siletz-Toledo Section of the Siletz Secondary Highway, in Lincoln County.

This contract was completed on August 21, 1942, and was accepted by the State Highway Commission on October 1, 1942. The total amount earned on the contract was $99,435.34, and the warrant covering final payment was mailed on December 4, 1943.

According to our records, claims which are still outstanding against this contract are as follows:

Truck Wrecking Co., 1001 S. E. Hawthorne Blvd., Portland,	$ 68.00
E. F. Altree, Agate Beach, Oregon	274.68
Nat'l Hospital Assoc., Mohawk Bldg., Portland	116.00

Other claims have been filed against this contract but we have received notice that they have been paid.

Very truly yours,

Secretary

AM

R. W. WILBUR
H. B. BECKETT
F. C. HOWELL
E. K. OPPENHEIMER
ROBERT T. MAUTZ
CALVIN N. SOUTHER

WILBUR, BECKETT, HOWELL & OPPENHEIMER
ATTORNEYS AT LAW
BOARD OF TRADE BUILDING
PORTLAND, OREGON

CABLE ADDRESS
WILBUR

March 2, 1943

Mr. H. B. Glazier
Secretary of Oregon State Highway Commission
Salem, Oregon

Dear Mr. Glazier:

I wish you would please let me know when the work on the Siletz-Toledo Section of the Siletz Secondary Highway in Lincoln County, Oregon under State Highway Contract No. 2390 was completed and accepted by the State of Oregon.

Also please let me have a list of all claims filed to date. It will be sufficient for our purposes if the list include only the name and address of the claimant and the amount claimed by him.

Please let me hear from you at your earliest convenience.

Sincerely yours,

WILBUR, BECKETT, HOWELL & OPPENHEIMER

By: Cal N Souther
Calvin N. Souther

CNS:Y

REFERRED TO
Miss Monson
BY SECRETARY
prepare reply

RECEIVED
MAR 6 - 1943
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JAN 2 8 [illegible]
FOR FILING

FAS 2[illegible]4-B-1

January 27, 1943

Joplin & Eldon
Contractors
Kenton Station, Box 5686
Portland, Oregon

Attention: C. J. Eldon

Gentlemen:

This is to acknowledge receipt of and thank you for your letter of January 26, 1943, advising that your claim, in the amount of $159.84, against Homer G. Johnson in connection with his contract No. 2390, has been settled.

We are today making note of this on our records of this contract, and are also advising the surety on the bond furnished by Mr. Johnson that the claim has been settled.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

AM

cc [illegible]

NOTED
A. L. MONSON

January 27, 1943

Maryland Casualty Company
Mansfield & Company, Agents
312 Lewis Bldg.
Portland, Oregon

Gentlemen:

We have today been advised by Joplin & Eldon that their claim, in the amount of $159.84, against Homer G. Johnson in connection with his contract No. 2390, Siletz-Toledo Section of the Siletz Secondary Highway, has been settled, and that Mr. Johnson and his surety are released from this claim.

This information is given you inasmuch as you appear surety on the bond furnished by Mr. Johnson in connection with this contract.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

AM

cc - Homer G. Johnson
3166 North Greeley
Portland, Oregon

PLIN G. JACKSON ELDON

JOPLIN & ELDON
CONTRACTORS

P. O. BOX 5686 (KENTON STA.)
PORTLAND, OREGON

January 26, 1943.

The Oregon State Highway Commission,
Salem, Oregon.

Subject- Claim of Joplin & Eldon against Homer G. Johnson for rental of equipment used on State Highway Contract #2390, Silrts-Toledo Sect. Selitz Secondary Highway.

Gentlemen-

This letter is to advise you that the claim of Joplin & Eldon against Homer G. Johnson in the sum of $159.84 for rental of equipment for use on the above referred to contract has been settled. In so far as Joplin & Eldon is concerned this letter constitues your authority to release Homer G. Johnson and his susety for this claim.

Very truly,

JOPLIN & ELDON
BY G. J. ELDON
Member of Firm

REFERRED TO
Miss Monson
BY SECRETARY

acknowledge with thanks and notify surety and contractor

RECEIVED
JAN 27 1943
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING

FAS 204-B-1

January 18, 1943

Maryland Casualty Company
Mansfield & Company
312 Lewis Building
Portland, Oregon

Gentlemen:

Attached hereto is a copy of a claim in the amount of $159.84, which has been filed in the office of the Secretary of State by Joplin & Eldon, against the bond taken from Homer G. Johnson, in connection with state highway contract No. 2390, for grading, surfacing and oiling on the Siletz-Toledo Section of the Siletz Secondary Highway, in Lincoln County.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

RS

cc - Homer G. Johnson
3166 N. Greeley
Portland, Oregon

NOTED
A. L. MONSON

January 18, 1943

Honorable Robert S. Farrell, Jr.
Secretary of State
Salem, Oregon

Dear Sir:

This acknowledges receipt of your letter of January 15, 1943, enclosing copies of a claim in the amount of $159.84, which has been filed in your office by Joplin & Eldon, against the bond taken from Homer G. Johnson, in connection with state highway contract No. 2390, covering grading, surfacing and oiling on the Siletz-Toledo Section of the Siletz Secondary Highway, in Lincoln County.

In accordance with our usual practice, we are today notifying the bonding company and the contractor that this claim has been filed.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

RS

ROBERT S. FARRELL Jr.
Secretary of State
SALEM, OREGON

January 15, 1943

Mr. R. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

Inclosed is a copy of notice of claim by Joplin & Eldon, in the amount of $159.84 against the bond taken from Homer G. Johnson and Maryland Casualty Company for the work of improving the Siletz-Toledo Section of the Siletz Secondary Highway in Lincoln County. Two additional copies, are also enclosed.

Kindly acknowledge receipt of the copies.

Very truly yours,

Robt S Farrell Jr
Secretary of State

F:FL

Enc.

REFERRED TO
Miss Harrison
BY SECRETARY
prepare usual letter

Portland, Oregon
January 14, 1943

TO: STATE OF OREGON,
STATE HIGHWAY COMMISSION,
SALEM, OREGON.

Notice hereby is given that the undersigned, Joplin & Eldon, a co-partnership, has a claim for the rental of equipment in the sum of $159.84 against the bond taken from Homer G. Johnson and Maryland Casualty Company, as surety, for the work of improving Siletz-Toledo Section of the Siletz Secondary Highway, Lincoln County, Oregon, contract #2390.

JOPLIN & ELDON

BY O. J. ELDON

Endorsed:

File No. 3077
Filed: January 15, 1943
ROBERT S. FARRELL, JR.
Secretary of State

RECEIVED
[illegible]
FOR FILING

FAS 241-B-1

January 15, 1943

Maryland Casualty Company
Mansfield & Company, Agents
312 Lewis Building
Portland, Oregon

Gentlemen:

This is to advise you that a claim, in the amount of $199.84, covering rental of equipment, has been filed by Joplin and Eldon against the bond taken from Homer G. Johnson in connection with state highway contract No. 2390, Siletz-Toledo Section of the Siletz Secondary Highway, in Lincoln County.

This information is given you inasmuch as you appear surety on the bond furnished by Mr. Johnson in connection with this contract.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

AM

cc - Mr. Homer G. Johnson
3166 N. Greeley
Portland, Oregon

NOTED
A. L. MONSON

January 15, 1943

Mr. John H. Kelley
Attorney and Counselor at Law
Yeon Building
Portland, Oregon

Dear Sir:

I wish to acknowledge receipt of and thank you for your letter of January 13, 1943, and the inclosed affidavit of claim which has been filed by Joplin & Eldon against Homer G. Johnson in connection with state highway contract No. 2390.

We are today making proper note of this claim on our records of this contract.

Very truly yours,

Secretary

[illegible]

JOHN H. KELLEY
ATTORNEY AND COUNSELOR AT LAW
YEON BUILDING
PORTLAND, OREGON

January 13, 1943.

Oregon State Highway Commission,
Salem, Oregon.

Attention Mr. Glaisyer:

Gentlemen:

I thank you for your letter of January 11, 1943 together with copy of the contract for the Siletz Secondary Highway between the Commission and Homer G. Johnson.

You certainly anticipated my wants and I am enclosing affidavit executed by C. J. Eldon, one of the partners of Joplin & Eldon on January 8, 1943.

Yours very truly,

John H. Kelley

JHK:Y

JOHN H. KELLEY.

REFERRED TO
Miss [illegible]
BY SECRETARY

acknowledge with thanks -
usual letter & surety & contractor

RECEIVED
JAN 13 1943
OREGON
STATE HIGHWAY COMMISSION

STATE OF OREGON)
) ss.
County of Multnomah)

I, C. J. ELDON, being first duly sworn depose and say; that on or about September 10, 1941, Joplin & Eldon, Co-partners, leased to Homer G. Johnson - Lorain 75 Shovel 45 foot Drag Line Boom and Fairlead for Lorain 75 Drag Line Boom, 1-1/4 c.y. Esco Drag Line Bucket, for which the said Homer G. Johnson agreed to pay the sum of $159.84 as rental from September 10, 1941 to October 10, 1941. That the above mentioned equipment was used by said Homer G. Johnson in the performance of his contract with the Oregon State Highway Commission in the improvement of the Siletz-Toledo Secondary Highway in Lincoln County, Oregon; that said sum of $159.84 has not been paid nor any part thereof.

This affidavit is made by me as one of the partners of Joplin & Eldon for the purpose of obtaining a certified copy of said contract and bond as provided for in Section 98-205 O.C.L.A.

C J Eldon

Subscribed and sworn to before me this 8th day of January, 1943.

Ruby Yerrington
Notary Public for Oregon.
My Commission Expires: June 24, 1946.

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JAN 1 8 [illegible]
FOR FILING

FAS 304-B-1

January 11, 1943

Mr. John H. Kelley
Attorney at Law
Yeon Building
Portland, Oregon

Dear Mr. Kelley:

Reply is made to your letter of January 7, 1943, regarding the Highway Commission's contract with Homer G. Johnson, No. 2390, for improvement of the Siletz-Toledo Section of the Siletz Secondary Highway, in Lincoln County.

Our records disclose that this job was completed on August 21, 1942, and was accepted by the State Highway Commission on October 1, 1942. Our warrant, making final payment for work performed, was mailed to the contractor on December 4, 1942.

Responding to the second paragraph of your letter, I am forwarding to you today a certified copy of this contract. I presume that you wish this in connection with the filing of a claim against Mr. Johnson so we are asking you to furnish the affidavit as required by law. We are sending you the certified copy today prior to receipt of the affidavit, anticipating that you are in a hurry for it.

Very truly yours,

HBG:AM

Secretary

JOHN H. KELLEY
ATTORNEY AND COUNSELOR AT LAW
YEON BUILDING
PORTLAND, OREGON

January 7, 1943.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

Will you advise me whether or not the contract with Homer G. Johnson for the improvement of Siletz-Toledo Secondary Highway in Lincoln County has been completed and, if so, whether or not full payment has been made and date of completion.

Will you also advise me as to obtaining a copy of the contract and bond pursuant to Sec. 98-101 and Sec. 98-205 O.C.L.A.

Yours very truly,

JOHN H. KELLEY.

JHK:Y

ANSWERED
H. B. GLAISYER

[illegible]
BY SH[illegible]
whether the [illegible] of this [illegible]
also, [illegible] copy of contract

RECEIVED
[illegible] COMMISSION

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DEC 24 1942
FOR FILING

FAP [illegible]-E-1

December 22, 1942

Members of the State Highway Commission:

Gentlemen:

I am attaching hereto the claim of Homer G. Johnson for additional compensation on the Siletz-Toledo Contract No. 2390 in Lincoln County.

The claim of Mr. Johnson does not, I believe, represent any legal liability, but is merely a request for an equitable adjustment due to his misjudgment of the amount available in a commercial gravel pit in the vicinity of Siletz.

This contract was awarded November 13, 1940, and called for completion on August 31, 1941. It was planned to perform the clearing and culvert work during the winter period so that the grading work could be done in the early summer and the rocking and oiling by the designated completion date. After the contract was awarded, Mr. Johnson was advised several times verbally and on two occasions by a letter to start the work and prosecute it toward such a program. The clearing actually got under way April 26, 1941, after the loss of a period of very fine weather, when both clearing and grading could have been done to great advantage. The grading work started on June 16, 1941, and the rough grading was completed on August 22nd, of the same year, at which time the early fall rains started and a great deal of difficulty was experienced in placing the base material over the newly graded sections which were quite soft. This delay and the lack of due diligence in prosecuting the work extended the completion through another winter and, in my opinion, is the prime cause for the contractor's loss on the contract.

His entire claim is based upon the difficulties he encountered in securing suitable and sufficient surfacing material. However, there were no changes in the sources of material after the contract was awarded over the conditions which existed at the time the contract was bid. There was and still is sufficient rock in the Agate Beach quarries to produce several times the amount of rock required for this project. This was a definite source and even though the haul was quite long it was the best source obtainable for this project. Gravel conveniently located in bars along the Siletz River could have been used at least in part for the base material at a considerable saving of cost over hauling all of the quarry rock from the Agate Beach quarries. The Oregon State Highway Department based its bid prices as follows:

6" - 0 Material in Base

Drill & Shoot quarry	$0.15	per	Cu.	Yd.
Load into Trucks	0.10	"	"	"
Haul 13½ Miles at 0.06½	0.90	"	"	"
Street Work	0.15	"	"	"
Profit 15%	0.20			
Our Estimated Bid Price	$1.50			
The Contractor Bid	$1.40			

1 1/4 Material in Leveling Course

Cost in Bunker	0.70
Haul 13½ Miles at 0.065	0.90
Street Work	0.15
Profit 15%	0.25
Our estimated Bid Price	$2.00
The Contractor Bid	$1.40

Crushed Rock in Stockpile

Cost in Bunker	0.75	Per	Cu.	Yd.
Haul 13½ Miles at 0.065	0.90	"	"	"
Stock Pile	0.10	"	"	"
Profit 95%	0.25	"	"	"
Our Estimated Bid Price	$2.00	"	"	"
The Contractor Bid	$1.30	"	"	"

Mineral Aggregate in Place

Cost in Bunker	0.75
Haul 9½ Miles at 0.065	0.65
Stock Pile	0.05
Pickup, Haul & Spread	1.00
Profit 15%	0.35
Our Estimated Bid Price	$2.80
The Contractor Bid	$2.05
Our total estimated Cost for the entire Contract was	$100,896.

The contractor, Homer Johnson, bid $90,320 which was about 10% below our estimate. Six other contractors bid and their prices ranged from $91,569 to $119,436. The average of all the contractors' bids was $100,588 which was very near our estimate.

In my opinion, there is no ambiguity in our specifications. The only pit which we recommended was the one at Agate Beach, and our estimate of cost was based on the use of that pit. We stated there were several prospective sources of gravel in gravel bars and rock deposits in the vicinity of Siletz and commercial rock and gravel plants in the vicinity of Siletz and Agate Beach. We further stated: "The State Highway Commission does not, by implication or otherwise, make any guarantee of either the quality or quantity of the rock or gravel available at the above listed acceptable or prospective sources. No material will be accepted from them that does not conform fully with all specified quality requirements."

With respect to Johnson's contention that none of the contractors bid on the Agate Beach quarry and all bid upon the use of local material, I do not think that his argument is conclusive in this respect since he based it merely upon the unit price for 6" - 0" Material in Base and did not consider that all of the bids except his own were unbalanced with respect to Clearing and Grubbing. Certainly four of the contractors had a sufficient total price to have contemplated the use of the Agate Beach quarry. Since two of the other contractors bid very closely to Johnson's figures and are firms which have always been able to do their work for the price bid, it would be extremely hard to justify any payment to Johnson for the reasons which he sets forth.

The specifications plainly state that the contractor shall make a careful examination of the quarry and if the contractor elects to furnish material from some other source, that the contractor shall acquire the right to take material from such source or sources he may elect to use and shall pay all royalties or other changes involved.

The contractor elected to find his own source of material and cannot expect the State to compensate him for additional expenses incurred.

The contractor and the bonding company unquestionably suffered a large loss on this contract which, in my opinion, is chiefly on account of the fact that the work was not properly supervised and prosecuted, particularly in its early stages. The long period of time required to complete this job indicates the lack of supervision, coordinating the work and, in my opinion, is the principal reason why the costs were so high.

I find nothing in the contract that authorizes me to increase the payment on account of any of the reasons set forth in Mr. Johnson's claim. It is therefor my considered opinion that the Highway Commission is in no way responsible for the extremely high cost on this work, and I recommend that the claim be denied.

Very truly yours,

R. H. Baldock
Chief Engineer

RHB:PC

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DEC 24 1942
FOR FILING

FAS 390-B

December 23, 1942

Mr. Homer G. Johnson
Imperial Hotel
Portland, Oregon

Dear Sir:

I have carefully read your letter of November 23rd and analyzed the claims which you submitted with respect to additional compensation on your Contract No. 2390 for grading, surfacing and oiling the Siletz-Toledo Project.

I do not question the fact that the job cost far more than you received in compensation for work performed. The history of the job and the length of time required to perform the work are in themselves indicative of the loss. It is, however, my considered judgment the Highway Commission is in no way responsible for the increased cost of this work and, under the contract, I see no possible way for me to increase the amount tendered you as full and complete settlement for this work. In consequence, I must deny your claim.

Very truly yours,

R. H. Baldock
Chief Engineer

RHB:PC

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OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

NOTED

Salem, Oregon
December 2nd, 1942

Subject: Contractor's Claim on
Siletz-Toledo Contract

To: Mr. R. H. Baldock
Chief Engineer
Office

Dear Sir:

In regard to the claim of Homer G. Johnson on the Siletz-Toledo Section, Contract No. 2390, I hand you herewith the report of Mr. Clymer with respect to the original engineer's estimate, and the report of Mr. Eason concerning the claim in general.

This claim of Mr. Johnson's does not, I believe, represent any legal liability but merely is a request for an equitable adjustment due to his misjudgment of the amount available in a commercial gravel pit in the vicinity of Siletz.

In my opinion, there is no ambiguity in our specifications. The only pit which we recommended was the one at Agate Beach, and our estimate of cost was based upon the use of that pit. We stated that there were several prospective sources of gravel in gravel bars and rock deposits in the vicinity of Siletz and commercial rock and gravel plants in the vicinity of Siletz and Agate Beach. We further stated: "The State Highway Commission does not, by implication or otherwise, make any guarantee of either the quality or quantity of the rock or gravel available at the above listed acceptable or prospective sources. No material will be accepted from them that does not conform fully with all specified quality requirements."

The above paragraphs set forth very clearly, I believe, that we expected the contractor to use the Agate Beach quarry and places the sole responsibility upon the contractor if any other sites be considered.

With respect to Johnson's contention that none of the contractors bid on the Agate Beach quarry and all bid upon the use of local material, I do not think that his argument is conclusive in this respect since he based it merely upon the unit price for 6" - 0" Material in Base and did not consider that all of the bids except his own were unbalanced with respect to Clearing and Grubbing. Certainly four of the contractors had a sufficient total price to have contemplated the use of the Agate Beach quarry.

Since two of the other contractors bid very closely to Johnson's figures and are firms which have always been able to do their work for the price bid, it would be extremely hard to justify any payment to Johnson for the reasons which he sets forth.

Very truly yours,

H G Smith

H. G. Smith
Construction Engineer

HGS:AR
Enc. 2

FORM E-30 30M 7-42

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

121-1009

Salem, Oregon
November 30, 1942

SUBJECT: Siletz-Toledo Section

To:

Mr. H. G. Smith,
Construction Engineer.

Dear Sir:

This will reply to your letter of November 25 concerning the claim of Contractor Homer G. Johnson on the Siletz-Toledo Section, Contract No. 2390.

This contract was awarded November 13, 1940, and called for completion on August 31, 1941. It was planned to get the clearing and culvert work performed during the winter period so that the grading work could be done in the early summer, and the rocking and oiling by the designated completion date. After the contract was awarded, Mr. Johnson was advised several times verbally and on two occasions by letter to start the work and prosecute it toward such a program.

The clearing actually got under way April 26, 1941, after the loss of a period of very fine weather, when both clearing and grading could have been done to great advantage. The grading work started on June 16, 1941, and the rough grading was completed on August 22, at which time the fall rains started and great difficulty was had in getting base material over the newly graded sections. This delay and lack of diligence in prosecuting the work extended the completion of the work through another winter and is the prime cause for the contractor's loss on the contract.

The surfacing materials source made available under the contract was the Agate Beach Quarry, and although another contractor had a prior right to use this quarry, his work was completed early in 1941 and consumed only a short period of use. There was and is ample material in the Agate Beach Quarry for the base rock which was called for under this contract, and its use by Mr. Johnson would not have caused any conflict with the other contractor. The special provisions on pages 7 and 8 of the contract with respect to this matter is as follows:

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[illegible]

"The State Highway Commission does not, by implication or otherwise, make any guarantee of either the quality or quantity of the rock or gravel available at the above listed acceptable or prospective sources. No material will be accepted from them that does not conform fully with all specified quality requirements.

Acquisition of Sources:

The right to take rock from the quarry 1,500 feet west of mile point 150.9 on the Oregon Coast Highway has been proffered to a contractor engaged on other State work. This quarry can, therefore be used in conjunction with this contract (Siletz-Toledo Project), only in the event the source is not used by the other contractor or in the event use can be made of the source without interfering in any way with the operation of the source by the said other contractor.

The right to take rock from any other source or sources used shall be acquired by the contractor, and all royalties, purchase cost and other expense shall be paid by the contractor."

Under the conditions as above recited and the special provisions as above noted, I can see no basis or justification for giving consideration to this claim.

Yours very truly,

F. D. Eason

F. D. EASON,
Division Engineer.

FDE:AM

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN
PORTLAND
HURON W. CLOUGH, MEMBER
CANYONVILLE
HERMAN OLIVER, MEMBER
JOHN DAY

OREGON
STATE HIGHWAY COMMISSION

R. H. BALDOCK, CHIEF ENGINEER
C. B. McCULLOUGH, ASS'T CHIEF ENGINEER
J. M. DEVERS, CHIEF COUNSEL
H. B. GLAISYER, SECRETARY

SALEM

Nov. 27, 1942.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. H. G. Smith,
Construction Engineer,
Office.

Dear Sir:

I have received Homer Johnson's claim for extra compensation for furnishing the surfacing material on the Siletz-Toledo Contract #2390.

His entire claim is based on the difficulties he encountered in securing suitable and sufficient surfacing material. However, there were no changes in the sources of material after the contract was awarded over the conditions which existed at the time the contract was bid. There was and still is sufficient rock in the Agate Beach quarries to produce several times the amount of rock required for this project. This was a definite source and even though the haul was quite long was the best source obtainable for this project. Gravel that was conveniently located in bars along the Siletz River could have been used for base material when practical and could have been cheaper than hauling all quarry rock from Agate Beach quarries.

This contract was bid Nov. 13, 1940 when contract prices were about 50% of the present prices.

The Oregon State Highway Department based its bid prices as follows:

6" - 0 Material in Base			
Drill & Shoot quarry		$0.15	per Cu. Yd.
Load into Trucks		0.10	" " "
Haul 13½ Miles	at 0.06½	0.90	" " "
Street Work		0.15	" " "
Profit 15%		0.20	
Our Estimated Bid Price		$1.50	
The Contractor Bid		$1.40	

1¼" Material in Leveling Course

Cost in Bunker		0.70
Haul 13½ Miles	at 0.065	0.90
Street Work		0.15
Profit 15%		0.25
Our Estimated Bid Price		$2.00
The Contractor Bid		$1.40

Crushed Rock in Stockpile

Cost in Bunker		0.75	Per Cu. Yd.
Haul 13½ Miles	at 0.065	0.90	" " "
Stock Pile		0.10	" " "
Profit 95%		0.25	" " "
Our Estimated Bid Price		$2.00	" " "
The Contractor Bid		$1.30	" " "

Mineral Aggregate in Place

Cost in Bunker		0.75
Haul 9½ Miles	at 0.065	0.65
Stock Pile		0.05
Pickup, Haul & Spread		1.00
Profit 15%		0.35
Our Estimated Bid Price		$2.80
The Contractor Bid		$2.05
Our total estimated Cost for the Entire Contract was		$100,896.

The contractor, Homer Johnson bid $90,320 which was about 10% below our estimate. Six other contractors bid and their prices ranged from $91,569 to $119,436. The average of all the contractors' bids was $100,588 which was very near our estimate.

The specifications plainly state that the contractor shall make a careful examination of the quarry and that if the contractor elects to furnish material from some other source that the contractor shall himself acquire the right to take material from whatever source he may elect to use and shall pay all royalties or other changes involved.

The contractor elected to find his own source of material and cannot expect the State to recompense him for additional expenses incurred.

The contractor or the Bonding Company which finished the job suffered a large loss on this contract chiefly because the work was not properly supervised and prosecuted. The contract was awarded Nov. 13, 1940. Work was not started until April 24, 1941 and the contract was not finished until August 22, 1942. The long period of time required to complete this job indicates the lack of supervision, coordinating of the work and why the costs were very high.

Yours very truly,

E H Clymer

E. H. Clymer,
Cost Analyst

EHC/H

HOMER G. JOHNSON
GENERAL CONTRACTOR

Home Office
IMPERIAL HOTEL
PORTLAND, ORE.

REPLY TO 3166 N. Greeley

November 24, 1942

Mr. R. H. Baldock
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Herewith I am sending you a letter setting forth my claim in connection with the Siletz-Toledo Highway contract.

I shall be pleased to have you acknowledge receipt of the claim.

I thank you.

Very truly yours,

Homer G. Johnson

Homer G. Johnson.

HOMER G. JOHNSON
GENERAL CONTRACTOR

Home Office
IMPERIAL HOTEL
PORTLAND, ORE.

REPLY TO 3166 N. Greeley

November 23, 1942.

Mr. R. H. Baldock
State Highway Engineer,
Salem, Oregon.

RE: Contract #2390
Siletz-Toledo Highway

Dear Sir:

I recently discussed with you a claim which I wish to assert for extra costs incurred by me in the performance of the above contract over and above that which was allowed in the final estimate.

I am hereby setting forth the facts which I think entitle me to be paid this additional compensation, together with the amounts claimed due.

During the time this project was advertised for bids, which were opened on the 13th of Nov. 1940, I took out a set of plans and during the day of Nov. 11th, I spent most of the day looking over the project. I took cognizance of the information set out in the plans to bidders relative to what was offered as possible sources of surfacing materials. I inspected the state owned quarry at Newport and noted that the amount of good rock left in the quarry was very questionable and I also observed that the specifications stated that another contractor, who held a state contract, had a prior right to its use, and that he might exhaust all of the rock or might be operating at the time it would be necessary to operate for the Siletz-Toledo project. Therefore I dismissed this source as unworthy of further consideration.

I also considered the private source near the state owned quarry but I would have had to buy that rock which, with the long haul involved, would have made the costs entering into the bid exorbitant.

After giving careful consideration to the various sites mentioned in the plans I decided that the commercial gravel site 1¼ miles north of Siletz, known as the Skelton pit, was the best and cheapest of all the sources contemplated. At this site there was an area of 4 acres and an additional area of approximately 3 acres adjoining, which all power line pole holes, a well hole, and the abrupt river bank along the entire area indicated to be of about the same formation as the excavated part of the pit whence approximately 18,000 yards had been taken. The material previously removed from this pit would have been satisfactory for the project in question. The property owner informed me that the operators of the pit had put down several test holes and that they had indicated practically the same class of material as had been taken out. He also advised me of the prices at which the operators would furnish the material to be processed and also their royalty prices, all of which were very reasonable. This same property owner also reported to me that some of your engineers had previously been inspecting the site and had expressed a desire to see this material used for the Siletz-Toledo project due to the possibilities of its being cheaper than any other material available.

During the early part of August 1941 when we had the clearing and grading work nearly done we proceeded, in conjunction with the operators of the pit, to strip the area adjacent to the old pit and to prepare for the surfacing work. After stripping considerable of this area it was discovered that the greater part of the remaining area was composed of gravel of which the sand content was much greater than it had been in the pit previously excavated.

After trial of numerous methods of extracting this gravel it was determined that only approximately 7,000 cubic yards of approved material could be secured from the area whereas 40,000 yards were required for the project.

After several weeks of prospecting we discovered a pit near the Post Office of Logsdon which had plenty of satisfactory gravel but which involved an additional six mile haul over a poorly constructed county road, which required a great deal of maintenance. Except for 4,000 yards for the crushed materials obtained from a pit 4 miles from the Skelton pit, we secured the remainder of the rock for the project from the Logsdon pit.

In arriving at the estimated costs at the time of bidding, I wish to assure you that no hasty consideration was given to the pits under review. In fact a very careful consideration was given to the Skelton pit at the time of bidding and it did not look possible for this pit to fail to deliver the quantity required. I am sure this viewpoint was shared by most of the other contractors as their bids clearly reveal.

Following is a tabulation of the bids (on the two principal surfacing items) of the seven contractors bidding the work. I think you will agree that the prices quoted by a majority of them plainly indicate that they could not have figured anything other than the Skelton pit, as most of them were lower on these two items than I was.

	29,600 yds Ballast 6"----0		7,100 tons Base Course 1¼"--0		Total both Items
H. G. Johnson	1.40	41,440.00	1.40	9,940.00	$51,380.00
Berke Bros	1.15	34,040.00	1.80	12,780.00	46,820.00
E. C. Hall Co.	1.15	34,040.00	1.50	10,650.00	44,670.00
Babler Bros.	1.25	37,000.00	1.90	13,490.00	50,490.00
Leonard & Slate	1.25	37,000.00	1.50	10,650.00	47,650.00
Newport Co.	1.38	40,848.00	1.87	13,277.00	54,125.00
A. Milne	1.60	47,360.00	2.00	14,200.00	61,560.00

It has long been a practice with your department, when calling for bids, to specify or point out some sources of raw materials whence the surfacing materials could be produced or secured. This, we all know, is done for two main reasons:

> To assist the contractors in finding a suitable site on which to base their bids within the limited time available for investigation.
>
> To make certain that they will not overlook the sources which would result in the state getting the lowest possible prices.

This practice is no doubt entirely proper, but where contractors are led to certain sources by direct mention of them in the specifications, with the obvious intent of getting the lowest possible bids and when as many competent contractors as bid on this project all assumed that the material was in the Skelton pit, and after the failure of the pit through no fault of the contractor, I feel that the State should pay the difference in hauling costs between this pit and the pit that was the next lowest in costs which was the pit near Logsdon and which we used.

In a job of this size when such a condition arises there is always a great many thousand dollars of extra expense over and above the direct expense. I am willing to assume the indirect expense and am only making claim to the State to pay the direct determinable costs of the extra miles hauled, plus the maintenance of the extra road, which costs were not included in my bid nor in any of the other bids of the seven contractors bidding on the project.

I am setting up the extra costs for which I seek additional compensation as follows:

Hauling 27,142 yards pit run gravel 6 miles extra at 60¢ per yard	16,285.20
Hauling approximately 4,000 yards crushed gravel 4 miles extra at 40¢	1,600.00
Hauling 3,620 yards crushed gravel 6 miles extra	2,172.00
Maintenance of county road for six miles; costs not accurately available but estimated at 10¢ per yard on 34,760 yards	3,476.00
Total claim	$23,533.20

Awaiting your early consideration of this claim I am

Respectfully yours,

Homer G. Johnson

Homer G. Johnson.

RECEIVED
NOV 28 1942
FOR FILING

FAS 204-B-1

November 25th, 1942

Homer G. Johnson, Contractor
3166 N. Greeley Avenue
Portland, Oregon

Dear Sirs:

This is to acknowledge receipt of your letter setting forth a claim in the amount of $63,533.20 in connection with your contract on the Siletz-Toledo Section of the Siletz Secondary Highway, Contract No. 2390.

Very truly yours,

R. H. BALDOCK
CHIEF ENGINEER

B

cc to: R. G. Smith

RECEIVED
NOV 18 1942
FOR FILING

FH 2-4-P-1

November 16, 1942

Maryland Casualty Company
Mansfield & Company, Agents
312 Lewis Building
Portland, Oregon

Gentlemen:

Attached hereto is a copy of claim, in the amount of $116.00, which has been filed in the office of the Secretary of State, by the National Hospital Association against the bond taken from Homer G. Johnson in connection with state highway contract No. 2390, Siletz-Toledo Section of the Siletz Secondary Highway, in Lincoln County.

This notice is forwarded to you inasmuch as you appear as surety on the bond furnished by Mr. Johnson and is for your records and files.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

be
cc - Homer G. Johnson
3166 N. Greeley
Portland, Oregon

November 18, 1942

Honorable Earl Snell
Secretary of State
Salem, Oregon

Dear Sir:

This acknowledges receipt of your letter of November 17, 1942, enclosing three copies of a Notice of Claim, in the amount of $116.00, filed by the National Hospital Association against the bond taken from Homer G. Johnson in connection with his contract with the State Highway Commission, No. 2390, for construction work on the Siletz-Toledo Section of the Siletz Secondary Highway, in Lincoln County.

We have noted this claim in our records of this job and are today forwarding copies thereof to the contractor and his surety.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

be

NOTED
A. L. MONSON

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

November 17, 1942

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

There are enclosed for your information and files, three copies of a notice of claim by National Hospital Association for $116.00 against the bond taken from Homer G. Johnson, principal, and General Casualty Company of America, surety, for work on contract No. 2390, which was received and filed today.

Please acknowledge receipt of the copies.

Very truly yours,

Earl Snell
Secretary of State

S:FO
encs. 3

COPY

TO THE STATE OF OREGON AND TO THE SECRETARY OF STATE

OF THE STATE OF OREGON:

Notice is hereby given that the undersigned, National Hospital Association, an Oregon corporation, has a claim for furnishing medical, surgical and hospital care and other attention incident to sickness and injury, inthe sum of $116.00 against the bond taken from Homer G.Johnson, a contractor, as principal, and General Casualty Company of America, as surety, to-wit:

(1) Contract #2390, Siletz-Toledo Section of Oregon State Highway Project in Lincoln County, Oregon.

That the undersigned furnished medical, surgical and hospital care and other needed care and attention incident to sickness and injury to the employes of said Homer G. Johnson, between the 1st day of June, 1941 and the 31st day of August, 1941, inclusive, pursuant to contract by the terms of which the said Homer G. Johnsen agreed to pay for such services the amount above stated and said Homer G. Johnson did deduct from the wages of his employes, employed upon the aforesaid work for such services so rendered by the undersigned, pursuant to the terms of Sections 49-1501, 49-1502, 49-1503 and 49-1504, Oregon Code, 1930, the said sum of $116.00, and retains the same and has failed to pay it over to the undersigned.

Dated at Portland, Oregon this 16th day of November, 1942.

NATIONAL HOSPITAL ASSOCIATION

BY C. C. Bechtold
General Manager

Endorsed: File No. 3074
Filed November 17, 1942
Earl Snell, Secretary of State

RECEIVED
OCT 2

FAS 321-E-1

October 22, 1942

Maryland Casualty Company
Mansfield & Company
312 Lewis Building
Portland, Oregon

Gentlemen:

You are hereby notified that state highway contract No. 2390 for construction of the Siletz-Toledo Section of the Siletz Secondary Highway, in Lincoln County, has been completed by the contractor, Homer G. Johnson, and that final payment, in the amount of $6,822.35, will be made on or after November 2, 1942.

The check covering the amount of this payment, as requested by you and Mr. Johnson, will be mailed to Calvin N. Souther.

There are claims filed against this project, of which you have been previously notified, aggregating $342.68.

This notice is served upon you since you appear as surety on the bond furnished by the above-mentioned contractor.

For your information, we wish to advise that the total amount paid the contractor in connection with this contract will be $99,435.34, including final payment, of which $225.93 is for force account work. This contract was completed on August 21, 1942, and was accepted by the State Highway Commission on October 1, 1942.

Very truly yours,
STATE HIGHWAY COMMISSION

By

AM

Secretary

NOTED
A. L. MONSON

RECEIVED

FOR FILING

FA. 2-1-F-1

3166 N. Greeley

Oct. 17, 1942.

Mr. E. F. Altree
Agate Beach, Oregon.

Dear Sir:

On October 15th we mailed to you our check #424 in full payment of your account for rock supplied on the Siletz contract.

We now have before us a letter from the State Highway Commission to the effect that you have filed a claim for your account.

Will you please notify the Commission that you have been paid in full. We thank you.

Very truly yours,

ROBERT G. JOHNSON

By E. A. Stewart.

Copy to
State Highway Commission

G. E. Souther.

REFERRED TO miss Morrison
BY SECRETARY

show on card as recd. from Johnson but DO not show claim paid until we get a letter from Altree -

NOTED
A. L. MONSON

RECEIVED
1942

FAS 204-B-1

October 15, 1942

Mr. Homer G. Johnson
3166 North Greeley
Portland, Oregon

Dear Sir:

The State Highway Commission, at its meeting on October 1, 1942, granted you the extension of time requested, from August 31, 1941, to August 21, 1942, without penalty, in connection with contract No. 2390 for construction of the Siletz-Toledo Section of the Siletz Secondary Highway, in Lincoln County.

Very truly yours,
STATE HIGHWAY COMMISSION

By

[illegible]

Secretary

cc - F. D. Bason

RECEIVED
OCT 14 1942
FOR FILING

FAP 504-E-1

October 13, 1942

Mr. E. P. Altree
Agate Beach, Oregon

Dear Sir:

This acknowledges receipt of your letter of October 1, 1942, received in this office on October 9, 1942, relative to your claim, in the amount of $274.68, against Homer G. Johnson in connection with his contract with the State Highway Commission for grading, surfacing and oiling the Siletz-Toledo Section of the Siletz Secondary Highway, in Lincoln County, contract No. 2390.

In accordance with our usual practice, we are today bringing this claim to the attention of the contractor and the surety on the bond furnished by him.

We would suggest that you also bring your claim to the attention of the bonding company. The bond in connection with this contract was written by the Maryland Casualty Company for whom Mansfield & Company are local agents with offices in Room 312 Lewis Building, Portland, Oregon.

If you do not secure satisfaction of your claim in the near future, we would suggest that you file your claim in the office of the Secretary of State in accordance with the provisions of Chapter 517, Oregon Laws, 1939, a mimeographed copy of which is inclosed. You will note that your claim must be filed in the office of the Secretary of State prior to the expiration of six months following completion of the contract and acceptance of the same by the State Highway Commission in order to hold the bond responsible and liable.

For your information, we advise that this contract was completed on August 21, 1942, and was accepted by the State Highway Commission on October 1, 1942.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

AM

NOTED
A. L. MONSON

[illegible]

cc -

October 13, 1942

Maryland Casualty Company
Mansfield & Company
312 Lewis Building
Portland, Oregon

Gentlemen:

This is to advise you that E. F. Altree, Agate Beach, Oregon, has filed a claim in this office, in the amount of $274.68, against Homer G. Johnson in connection with his contract with the State Highway Commission for grading, surfacing and oiling the Siletz-Toledo Section of the Siletz Secondary Highway, in Lincoln County, contract No. 2390. The claim represents the cost of furnishing and hauling rock.

This information is given you inasmuch as you appear surety on the bond furnished by Mr. Johnson in connection with the abovementioned contract.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

[illegible]

cc - Homer G. Johnson
3166 N. Greeley
Portland, Oregon

Agate Beach, Ore.
Oct 1 1942.

Oregon State Highway Commission.
Salem, Ore.

Dear Sir's:

In the month of July 1 put out the following rock for Homer Johnson on Siletz highway job,

July 30-74 yds 3/4 inch rock	@	$ 1.50 yd	
" 31-40 " " " "	"	" "	
114 "	@	1.50 yd	$ 171.00
1296 yd miles haul	@	.08 "	103.68
			$ 274.68

I have presented him with statment of this account but to date I have not received payment for same, and I am filing this account with your department for collection

Very truly yours
E. F. Altree
E.F.Altree
AgateBeach,
Oregon.

RECEIVED
OCT - 9 1942
[illegible]
STATE HIGHWAY COMMISSION

CONTRACT # [redacted] 2340

FAS 204-B-1 Siletz-Toledo Sec., 1940
Siletz Secondary Hwy.
#2390 Folder # 1

RECEIVED
SEP 28 1942
FOR FILING

FAS 204-R-1

Sept. 26, 1942

Wilbur, Beckett, Howell & Oppenheimer
Attorneys at Law
Board of Trade Building
Portland, Oregon

Attention: Calvin N. Souther

Gentlemen:

In reply to your letter of September 25, 1942, I wish to advise that our records show that we have received a letter from Mr. Homer G. Johnson and one from the surety on the bond furnished by him, in connection with state highway contract No. 2990, requesting that all future warrants be sent to Mr. Calvin Souther.

We shall be pleased to comply therewith and it is our intention to so forward all future warrants.

Very truly yours,

HBG:AM

Secretary

cc - Maryland Casualty Co.
Mansfield & Company
Lewis Building
Portland, Oregon

cc - Auditor

R. W. WILBUR
H. B. BECKETT
F. C. HOWELL
E. K. OPPENHEIMER
ROBERT T. MAUTZ
CALVIN N. SOUTHER

WILBUR, BECKETT, HOWELL & OPPENHEIMER
ATTORNEYS AT LAW
BOARD OF TRADE BUILDING
PORTLAND, OREGON

CABLE ADDRESS
WILBUR

September 25, 1942

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

Your letter of September 18, 1942, addressed to the Maryland Casualty Company concerning semi-final payment on Contract No. 2390 has been referred to us for our attention.

You have on file the assignment of Homer G. Johnson to the Maryland Casualty Company and in the past have mailed these payments to me in accordance with instructions given you by Mr. Johnson. I am assuming that both the semi-final and final payments will be sent to me as heretofore, but if not, I wish that you would please let me know.

Sincerely yours,

WILBUR, BECKETT, HOWELL & OPPENHEIMER

By Cal N. Souther
Calvin N. Souther

RECEIVED
SEP 26 1942
STATE HIGHWAY COMMISSION

FAS 204-B-1

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

September 25, 1942

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Final inspection of Oregon FAS 204-B (1), Siletz-Toledo Section of the Siletz Secondary Highway, was made by a representative of this office on September 9, 1942.

Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Sr. Highway Engineer

RECEIVED
SEP 26 1942
STATE HIGHWAY COMMISSION

gwr

RECEIVED
SEP 18 1942
FOR FILING

FAS 204-B(1)

September 18, 1942

Maryland Casualty Company
Mansfield & Company, Agents
312 Lewis Building
Portland, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Homer G. Johnson on contract No. 2390, covering construction of the Siletz-Toledo Section of the Siletz Secondary Highway, in Lincoln County. This payment, in the amount of $4,064.26, will be made on or after September 28, 1942.

The claim of the Truck Wrecking Company in the amount of $68.00, of which you have been previously notified, is filed against this project.

Kindly acknowledge receipt of this letter.

Very truly yours,
STATE HIGHWAY COMMISSION

By

AM

Secretary

NOTED
A. L. MONSON

Form E-1—5M—8-41

7Gd 204-B-1

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Sept. 12, 1942, 19

Section Siletz--Toledo

Highway Siletz

Contractor Homer G. Johnson

Date of contract Nov. 15, 1940, 19

Date work started April 25, 1942, 19

Amount of contract $90,320.00

Kind of work Grading Surfacin: Oiling

Section prefix 121-1009

Contract number 2590

Date of completion Aug. 31, 1941, 19

Estimated date of completion , 19

Per cent of time elapsed 222 %

Estimated cost of completed project, exclusive of engineering $ 118,700

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date, $ 12,550, %

Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

FINAL REPORT.

Semi-final completed and shipped with the exception of the map, profile and Transit notes which are held for the establishment of some monuments and B.M.s The monuments will be built next week and the B.M.s which were destriyed by the contractors carelessness, will be leveled on, and these items shipped.

Mr. Davis of the Bureau made final inspection Wednesday.

NOTED
H. G. SMITH

RECEIVED
SEP 14 1942
OFFICE OF
CONSTRUCTION ENGINEER

NOTED
E. M. B

Signed S Swallow

Address Newport.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%;

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

STATE PRINTING DEPT.

RECEIVED
MAR 1 8 1942
FOR FILING

FAS 204-B-1

March 16, 1942

The Texas Company
600 Republic Building
Seattle, Washington

Attention: W. A. Smith, Credit Manager

Gentlemen:

recorded on card om.

This acknowledges your letter of February 13, advising that your claim against Homer G. Johnson, in connection with state highway contract No. 2390 for construction of the Siletz-Toledo Section of the Siletz Secondary Highway, in Lincoln County, has been paid in full. We appreciate this information and are correcting our records accordingly.

It is also noted that you still have a claim in the amount of $35.66 against Mr. Johnson in connection with his contract No. 2325 for surfacing and bituminous macadam on the Germantown Road-Barnes Road Section of Skyline Boulevard, Multnomah County. We will appreciate your advising us when this claim is paid.

You inquire as to when the Highway Commission accepted contract No. 2325. Our records disclose that the job was completed on August 8, 1941, and was accepted by the State Highway Commission on October 17, 1941. The period for the filing of claims with the Secretary of State, in order to hold the bond responsible and liable for the payment of claims, is six months from date of completion of the job and acceptance of the same by the State Highway Commission. The six-months period will date from the acceptance date, hence your claim should be filed with the Secretary of State before April 17, 1942.

You can file the claim with the bonding company any time that you see fit to do so. The bond was written by the General Casualty Company of America, Mansfield & Company, agents, with offices in the Lewis Building, Portland.

Very truly yours,

Secretary

HB:AH

NOTED
D DeSart

THE TEXAS COMPANY

TEXACO PETROLEUM PRODUCTS

SALES DEPARTMENT
SEATTLE DISTRICT
W. A. SMITH, CREDIT MANAGER

TEXACO

600 REPUBLIC BUILDING
SEATTLE, WASHINGTON

March 13, 1942

HOMER JOHNSON

Oregon State Highway Commission
Salem, Oregon

Attention: H. B. Glaisyer, Secretary

Gentlemen:

Please be advised that we have received full payment for purchases made up to March 1 on contract #2390 Siletz-Toledo Job #204B-1 and have no claim against this job at the present time.

There still remains umpaid $35.66 on Contract #2325 Skyline-Barnes Road, but it is our understanding that the Maryland Casualty Company will take care of this amount when our claim is filed with them at the expiration of the time for filing claim on the job.

We would appreciate your advising us when final acceptance was made of Contract #2325 Skyline-Barnes Road and when the expiration date will be for filing claim with the bonding company.

Thank you kindly for your cooperation.

Very truly yours,

THE TEXAS COMPANY

W A Smith

W. A. SMITH

HET:CP

ANSWERED
H. B. GLAISYER

RECEIVED
DEC 20 1941
FOR FILING

EAS 204-B-1

December 19, 1941

J. E. Haseltine & Co.
S. W. 2nd Avenue & Ash St.
Portland, Oregon

Gentlemen:

In accordance with your letter of December 18, we advise that Homer G. Johnson's contract No. 2390, for grading, surfacing and oiling the Siletz-Toledo Section of the Siletz Secondary Highway, was bonded by Maryland Casualty Company, through their resident agent, Mansfield and Company, 302 Lewis Building, Portland.

It is estimated that work on this contract will probably be completed during the summer of 1942.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

DGD:RS

NOTED
D. G. DeSart

SPORTING GOODS MECHANICS TOOLS TIRES AND TUBES

PHONE AT. 7511

IRON STEEL PIPE

J·E·Haseltine & Co.

DISTRIBUTORS

HEAVY HARDWARE
WELDING EQUIPMENT
PIPE-VALVES-FITTINGS

MILL AND SHOP SUPPLIES
AUTOMOTIVE HARDWARE
MECHANICAL RUBBER GOODS

S.W. 2ND AVE. & ASH ST. PORTLAND, OREGON

December 18, 1941

State Highway Commission
Salem, Oregon

Gentlemen:

Homer Johnson of Portland, Oregon is doing some road work in the vicinity of Siletz, Oregon. We want to file a claim against the bond on this job and therefore ask that you please give us the name of the insurance company who is furnishing this bond.

Yours very truly,

J. E. HASELTINE & CO.

Credit Manager

REFERRED TO
Webart
BY SECRETARY

KAK:p prepare reply as usual

RECEIVED
DEC 19 1941
STATE HIGHWAY COMMISSION

R

RECEIVED
DEC 16 1941
FOR FILING

FAS 204-P-1

December 15, 1941

Mr. Nels Peterson
Attorney at Law
Toledo, Oregon

Dear Sir:

In reply to your letter of December 12, 1941, I advise that the Maryland Casualty Company for whom Mansfield & Company are agents, with offices in the Lewis Building, Portland, wrote the bond on Homer G. Johnson's contract No. 2390, Siletz-Toledo Section of the Siletz Secondary Highway, in Lincoln County.

Very truly yours,

DD:AM

Secretary

NOTED
D. G. DeSart

NELS PETERSON
ATTORNEY AT LAW
TOLEDO, OREGON

December 12, 1941

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

I should like information as to the name of the surety company which is conducting the construction and/or improvement on the Toledo-Siletz highway in Lincoln County, Oregon. The original contractor, H. G. Johnson, defaulted on his contract and the surety company on his bond have taken over. It would be appreciated if you could forward this information by return mail.

Thanking you for your courtesy, I am

Yours very truly,
Nels Peterson

Nels Peterson

NP/mn

REFERRED TO
[illegible]
BY SECRETARY

Prepare reply today
[illegible]

RECEIVED
DEC 15 1941
STATE HIGHWAY COMMISSION

R

RECEIVED
DEC 8 1941
FOR FILING

FAS-204-B-1

December 6, 1941

Maryland Casualty Company
Mansfield & Company
310 Lewis Building
Portland, Oregon

Gentlemen:

We have been informed by Truck Wrecking Company, 1001 S. E. Hawthorne Blvd., Portland, that they have a claim in the amount of $68.00 against Homer G. Johnson for repair parts furnished on his contract No. 2390, for grading, surfacing and oiling the Siletz-Toledo Section of the Siletz Secondary Highway.

This claim is being called to your attention since you appear as surety on Mr. Johnson's contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

[illegible]

cc - Homer G. Johnson
Imperial Hotel
Portland, Oregon

NOTED
D. DeSart

December 6, 1941

Truck Wrecking Company
1001 S. E. Hawthorne St.
Portland, Oregon

Gentlemen:

We acknowledge receipt of your invoices totaling $68.00, for repair parts furnished Homer G. Johnson on his contract No. 2390 for grading, surfacing and oiling the Siletz-Toledo Section of the Siletz Secondary Highway in Lincoln County.

Your claim cannot be paid direct by the Highway Commission; however, contractors are required to furnish a performance bond to protect claimants such as yourself, and we offer you the protection of this bond, which was furnished in this case by the Maryland Casualty Company through their resident agent, Mansfield and Company, 310 Lewis Building, Portland.

We advise you to file your claim direct with the surety company and also to file it with the Secretary of State, in accordance with Chapter 517, Oregon Laws, 1939, copy of which is attached for your guidance.

In addition to the above procedure we are calling your claim to the attention of Mr. Johnson and his surety company.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

DGD:RS

NOTED
D DeSart

TS AND TIRES FOR ALL MAK OF TRUCKS ◆ REBUILT MOTORS, TRA MISSIONS AND REAR AXLE ASSEMBLIES

TRUCK WRECKING COMPANY

1001 S. E. Hawthorne Boulevard
PORTLAND, OREGON

LANCASTER 1112

December 2nd, 1941

State Highway Commission

Salem, Oregon

Gentlemen:

We are enclosing duplicate invoice totaling to the amount of $68.00 for repair parts furnished to Homer Johnson on the Siletz and Toledo contracts, #2390. We have been unable to collect these from Mr. Johnson so we are now making a claim for this amount against the State Highway Commission.

Thanking you for your co-operation, we are

Very truly yours

TRUCK WRECKING COMPANY

By L. R. Miller

FOR ALL
KES OF TRUCKS

INVOICE

REBUILT MOTORS, TRANSMISSIONS
AND REAR AXLE ASSEMBLIES

TRUCK WRECKING COMPANY

1001 S. E. HAWTHORNE BLVD.
PHONE LAncaster 1112

Portland, Oregon, Aug. 7th 1941

SOLD TO
Homer Johnson
3166 N Greeley
Portland, Oregon

No. 18524

Req. No.

QTY.	PART NO.	DESCRIPTION		
1		Starter	15 00	

---

approximately 1,[illegible] cubic yards of [illegible]
ing minor drainage structures. The work is being performed under Highway Commission Contract No. 2392.

The approximate cost of the work is $99,332. The estimated steel requirements to complete the project are 1,200 pounds of corrugated iron culvert pipe and miscellaneous repair parts for the contractor's equipment. The project is approximately 75 per cent complete at this time. The estimated completion date is July 31, 1942.

The above-described project is located on a Federal aid secondary highway and is classified under General Administrative Memorandum No. 134 as eligible for a preference rating of A-10.

FOR ALL
KES OF TRUCKS

INVOICE

REBUILT MOTORS, TRANSMISSIONS
AND REAR AXLE ASSEMBLIES

TRUCK WRECKING COMPANY

1001 S. E. HAWTHORNE BLVD.
PHONE LAncaster 1112

Portland, Oregon, Aug. 13th 1941

SOLD TO

Homer Johnson
3166 N Greeley
Portland, Oregon

No. 18609

Req. No.

QTY.	PART NO.	DESCRIPTION		
1		'37 Reo Transmission exchange	40 00	

---

approximately 1,400 cubic yards of crushed rock in stock piles, and installing minor drainage structures. The work is being performed under Highway Commission Contract No. 2392.

The approximate cost of the work is $99,352. The estimated stock requirements to complete the project are 1,200 pounds of corrugated iron culvert pipe and miscellaneous repair parts for the contractor's equipment. The project is approximately 75 per cent complete at this time. The estimated completion date is July 31, 1942.

The above-described project is located on a federal aid secondary highway and is classified under General Administrative Memorandum No. 134 as eligible for a preference rating of A-10.

S FOR ALL
RES OF TRUCKS

INVOICE

REBUILT MOTORS, TRANSMISSIONS
AND REAR AXLE ASSEMBLIES

TRUCK WRECKING COMPANY

1001 S. E. HAWTHORNE BLVD.
PHONE LANCASTER 1112

Portland, Oregon, Sept. 2nd 1941

SOLD TO

Homer Johnson
3166 N Greeley
Portland, Oregon

No. 18969

REQ. No.

QTY.	PART NO.	DESCRIPTION	
1		Muffler	1 00

[illegible] base, construction of 7.8 miles of [illegible] approximately 1,400 cubic yards of crushed rock in stock piles, and installing minor drainage structures. The work is being performed under Highway Commission Contract No. 2392.

The approximate cost of the work is $99,352. The estimated steel requirements to complete the project are 1,200 pounds of corrugated iron culvert pipe and miscellaneous repair parts for the contractor's equipment. The project is approximately 75 per cent complete at this time. The estimated completion date is July 31, 1942.

The above-described project is located on a federal aid secondary highway and is classified under General Administrative Memorandum No. 136 as eligible for a preference rating of A-10.

FOR ALL
OF TRUCKS

INVOICE

AND REAR AXLE ASSEMBLIES

TRUCK WRECKING COMPANY

1001 S. E. HAWTHORNE BLVD.
PHONE LANCASTER 1112

Portland, Oregon, Sept. 22 1941

SOLD TO

Homer Johnson
3166 N Greeley
Portland, Oregon

No. 19326

REQ. No. 126

QTY.	PART NO.	DESCRIPTION		
1		International Power Take Off	10 00	

---

volves regrading 5.4 miles of highway roadbed, construction of 7.8 miles of rock base, construction of 7.8 miles of oil mat wearing surface, furnishing approximately 1,400 cubic yards of crushed rock in stock piles, and installing minor drainage structures. The work is being performed under Highway Commission Contract No. 2390.

The approximate cost of the work is $99,352. The estimated steel requirements to complete the project are 1,200 pounds of corrugated iron culvert pipe and miscellaneous repair parts for the contractor's equipment. The project is approximately 75 per cent complete at this time. The estimated completion date is July 31, 1942.

The above-described project is located on a federal aid secondary highway and is classified under General Administrative Memorandum No. 136 as eligible for a preference rating of A-10.

USED PARTS FOR ALL
MAKES OF TRUCKS

INVOICE

REBUILT MOTORS, TRANSMISSIONS
AND REAR AXLE ASSEMBLIES

TRUCK WRECKING COMPANY

1001 S. E. HAWTHORNE BLVD.
PHONE LANCASTER 1112

Portland, Oregon, Sept. 23rd 1941

SOLD TO

Homer Johnson
3166 N Greeley
Portland, Oregon

No. 19347

REQ. No.

QTY.	PART NO.	DESCRIPTION	
1		Side Ring	1 00
1		Ford A Intake Manifold	1 00
			2 00

---

rock base, construction of 7.8 miles of oil mat wearing surface, furnishing approximately 1,400 cubic yards of crushed rock in stock piles, and installing minor drainage structures. The work is being performed under Highway Commission Contract No. 2390.

The approximate cost of the work is $99,352. The estimated steel requirements to complete the project are 1,200 pounds of corrugated iron culvert pipe and miscellaneous repair parts for the contractor's equipment. The project is approximately 75 per cent complete at this time. The estimated completion date is July 31, 1942.

The above-described project is located on a federal aid secondary highway and is classified under General Administrative Memorandum No. 134 as eligible for a preference rating of A-10.

R

RECEIVED
NOV 10 1941
FOR FILING

FAS 204-B-1

November 5, 1941

Public Roads Administration
Box 3900
Portland, Oregon

Gentlemen:

Subject: Siletz-Toledo Section
FAS 204-B (1)

Mr. Homer G. Johnson, contractor on the Siletz-Toledo Section, has advised that he is unable to secure repair parts for his equipment working on this job without the use of a preference rating. Please consider this as our request for preference rating for the job. Information concerning the project is as follows:

Federal Aid Project No. FAS 204-B (1). The project under construction is known as the Siletz-Toledo Section (between mile posts 24.08 and 31.86) of the Siletz Secondary Highway in Lincoln County. The work involves regrading 5.4 miles of highway roadbed, construction of 7.8 miles of rock base, construction of 7.8 miles of oil mat wearing surface, furnishing approximately 1,400 cubic yards of crushed rock in stock piles, and installing minor drainage structures. The work is being performed under Highway Commission Contract No. 2390.

The approximate cost of the work is $99,352. The estimated steel requirements to complete the project are 1,200 pounds of corrugated iron culvert pipe and miscellaneous repair parts for the contractor's equipment. The project is approximately 75 per cent complete at this time. The estimated completion date is July 31, 1942.

The above-described project is located on a federal aid secondary highway and is classified under General Administrative Memorandum No. 134 as eligible for a preference rating of A-10.

Will you please give this application your immediate attention, as the contractor advises us that the work is being help up because of his inability to secure repair parts for his equipment.

Yours very truly,

R. H. Baldock
Chief Engineer

CAG:TH
cc: C. A. Gardner

SEP 2

		CABLE	
TELEGRAM		ORDINARY	
DAY LETTER		URGENT RATE	
SERIAL		DEFERRED	
OVERNIGHT TELEGRAM		NIGHT LETTER	
SPECIAL SERVICE		SHIP RADIOGRAM	

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

FAS 204-B-1

R

COPY OF
WESTERN UNION TELEGRAM

SALEM OREGON OCTOBER 3 1941

RECEIVED
OCT - 3 1941
FOR FILING

CHARLES A. MANSFIELD
c/o MARYLAND CASUALTY COMPANY
210 SANSOME STREET
SAN FRANCISCO, CALIFORNIA

WARRANT FOR ESTIMATE FIVE HOMER JOHNSON SILETZ CONTRACT IN AMOUNT $4,139.05 WILL BE RELEASED EITHER TODAY OR TOMORROW. WALTERS GUESS FOR OCTOBER 15th ESTIMATE NUMBER SIX IS $9,000 WHICH WILL BE RELEASED ABOUT FIRST WEEK IN NOVEMBER

H B GLAISYER, SECRETARY
OREGON STATE HIGHWAY COMMISSION

(COLLECT)

file

By

Secretary

DD/mm

REFERRED TO

NOTED
D. C. DeSart

RECEIVED
SEP 25 1941
FOR FILING

K

FAS 204-B-1

September 25, 1941

General Petroleum Corp. of California
813 S. W. Alder Street
Portland, Oregon

Attention: Mr. W. A. Warner

Gentlemen:

This will acknowledge receipt of your letter of September 24, and advise that contract No. 2390 with Homer G. Johnson for grading, surfacing and oiling the Siletz-Toledo Section of the Siletz Secondary Highway in Lincoln County, has not yet been completed nor accepted by the Commission.

Our latest engineer's estimate for date of completion is July 31, 1942.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

DD/mm

NOTED
D. C. DeSart

RECEIVED
SEP 25 1941
FOR FILING

FAS 204-B-1

R

September 25, 1941

General Petroleum Corp. of California
813 S. W. Alder Street
Portland, Oregon

Attention: Mr. W. A. Warner

Gentlemen:

This will acknowledge receipt of your letter of September 24, and advise that contract No. 2390 with Homer G. Johnson for grading, surfacing and oiling the Siletz-Toledo Section of the Siletz Secondary Highway in Lincoln County, has not yet been completed nor accepted by the Commission.

Our latest engineer's estimate for date of completion is July 31, 1942.

Very truly yours,
STATE HIGHWAY COMMISSION

By
Secretary

DD/mm

NOTED
D. C. DeSart

RECEIVED
SEP 25 1941
FOR FILING

R

FAS 204-B-1

September 25, 1941

General Petroleum Corp. of California
813 S. W. Alder Street
Portland, Oregon

Attention: Mr. W. A. Warner

Gentlemen:

This will acknowledge receipt of your letter of September 24, and advise that contract No. 2390 with Homer G. Johnson for grading, surfacing and oiling the Siletz-Toledo Section of the Siletz Secondary Highway in Lincoln County, has not yet been completed nor accepted by the Commission.

Our latest engineer's estimate for date of completion is July 31, 1942.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

DD/mm

NOTED
D. C. DeSart

GENERAL PETROLEUM CORPORATION
OF CALIFORNIA
A SOCONY - VACUUM COMPANY
813 S. W. ALDER STREET
PORTLAND, OREGON

SOCONY-VACUUM

GARGOYLE LUBRICANTS

RECEIVED
SEP 25 1941
OR
STATE HIG… …SSION

September 24, 1941

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Re: Homer G. Johnson
Contract No. 2390
Siletz-Toledo Section of
Siletz Secondary Highway

Dear Sir:

May we ask that you kindly advise us the completion and acceptance date of the above subject contract at your earliest possible convenience.

Thanking you for many past favors, we are

Very truly yours,

W. A. Warner
DISTRICT CREDITMAN

WAW:B

REFERRED TO
Ch. Asst
BY SECRETARY

answered 9/25

RECEIVED
SEP 19 1941
STATE HIGHWAY COMMISSION

RECEIVED
MAY 12 1942
FOR FILING

FAS 206-B-1

R. W. WILBUR
H. B. BECKETT
F. C. HOWELL
E. K. OPPENHEIMER
ROBERT T. MAUTZ
CALVIN N. SOUTHER

WILBUR, BECKETT, HOWELL & OPPENHEIMER
ATTORNEYS AT LAW
BOARD OF TRADE BUILDING
PORTLAND, OREGON

CABLE ADDRESS
WILBUR

Sept. 17, 1941.

R. H. Baldock, Chief Engineer,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:

Re: Siletz - Toledo Secondary Highway,
Homer G. Johnson - Contract 2390.

Your letter of Sept. 10, 1941, addressed to the Maryland Casualty Company has been referred to us for our attention. You will undoubtedly recall that the writer conferred with you on August 25th and again on Sept. 13th concerning the progress of the work under this contract.

At our first conference we were advised by you that the progress of the work was unsatisfactory but that if a superintendent satisfactory to the Commission were placed in charge and the base and leveling course completed this fall, you would issue a shutdown order and maintain the road during the winter and until the weather was suitable for oiling in the spring, when the work would be completed by the contractor. Following this meeting we conferred with Homer Johnson who then arranged with A.N.Anderson to take over the superintendency of the work commencing Sept. 5, 1941.

We have made no arrangements with Homer Johnson to take over the work ourselves but have simply conveyed your requirements to him and have extended to him whatever assistance we could in working out the problems which have arisen in connection with this contract. As you know, the surety company would have no right to take over the work without his consent unless the Commission terminated his right to proceed in accordance with the contract and then tendered the work to us.

We are assuming from what you had to say at our meeting on Sept.13th that A.N.Anderson is satisfactory to you and we have accordingly asked Mr.Johnson to advise you that the work will be placed in charge of Anderson who will be the contractor's superintendent and representative on the job. If we can be of any further service,please let us know.

Yours very truly,

WILBUR,BECKETT,HOWELL & OPPENHEIMER,

By Cal N Souther

CNS/P

R

RECEIVED
SEP 19 1941
Files ~~FOR FILING~~

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O
P
Y

FAS 204-B-1

HOMER G. JOHNSON

General Contracter

Imperial Hotel
Portland, Ore.

Sept. 15, 1941.

R. H. Baldock, Chief Engineer
Oregon State Highway Commission
Salem, Oregon

Re: Siletz - Toledo Secondary Highway-
Contract 2390.

Dear Sir:

This will advise you that I have employed A. N. Anderson as superintendent of the work on the above designated contract and as my representative on the job. Mr. Anderson has full power and authority to act for me on any and all matters which may arise in connection with this work.

If there is anything further please let me know.

Very truly yours,

(Signed) Homer G. Johnson

Homer G. Johnson

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P
Y

RECEIVED
SEP 19 1941
Files ~~FOR FILING~~

FAS 204-B-1

R

HOMER G. JOHNSON

General Contractor

Imperial Hotel
Portland, Ore.

Sept. 15, 1941.

R. H. Baldock, Chief Engineer
Oregon State Highway Commission
Salem, Oregon

Re: Siletz - Toledo Secondary Highway-
Contract 2390.

Dear Sir:

This will advise you that I have employed A. N. Anderson as superintendent of the work on the above designated contract and as my representative on the job. Mr. Anderson has full power and authority to act for me on any and all matters which may arise in connection with this work.

If there is anything further please let me know.

Very truly yours,

(Signed) Homer G. Johnson

Homer G. Johnson

RECEIVED
SEP 15 1941
FOR FILING

FAS 204-B-1

R

Charles Mansfield —

I hereby authorize you to represent me with the State Highway Commission and engineers for the purpose of discussing a change in my contract and specifications for the Siletz - Toledo Secondary Highway work and I further authorize you to agree ~~the~~ with them upon such changes in said contract and specifications and the unit prices set forth therein as you may think advisable.

Homer G. Johnson

September 12, 1941

NOTED
ate Highway Engineer

RECEIVED
SEP 13 1941
FOR FILING

FAS 204-B-1

September 12, 1941

The Texas Company
600 Republic Building
Seattle, Washington

Attention: W. A. Smith

Gentlemen:

This will acknowledge receipt of your letter of September 2, filing your claim in the amount of $1,897.35 for material furnished up to and including August 25, 1941, on Homer G. Johnson's Contract No. 2390, for grading, surfacing and oiling the Siletz-Toledo Section of the Siletz Secondary Highway in Lincoln County.

Mr. Johnson has been paid for work to August 15, $12,680.37, and there is a retained percentage of $1,408.93. He will probably receive another estimate for work done to September 15, about the 1st of October. It is estimated this work will be completed about July 31, 1942. We are making note of this claim in our files, and, also, notifying the surety, Maryland Casualty Company, whose resident agent is Mansfield and Company, 310 Lewis Building, Portland, and calling this claim to the attention of Mr. Johnson.

We advise that you file any outstanding claims with the Secretary of State in accordance with Chapter 517, Oregon Laws, 1939, within a period of six months after completion of the work and acceptance of the contract by the Highway Commission.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

DD/mm

NOTED
D. C. DeSart

RECEIVED

September 12, 1941

Maryland Casualty Company
Mansfield and Company, Resident Agents
310 Lewis Building
Portland, Oregon

Gentlemen:

We have been notified by The Texas Company of a claim in the amount of $1,897.35, for material furnished up to and including August 25, on Homer G. Johnson's Contract No. 2390, for work on the Siletz-Toledo Section of the Siletz Secondary Highway in Lincoln County.

We are calling this to your attention, since you appear as surety on the contract.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

DD/mm

cc Homer G. Johnson
Imperial Hotel
Portland, Oregon

NOTED
D. DeSart

THE TEXAS COMPANY
(A CALIFORNIA CORPORATION)
TEXACO PETROLEUM PRODUCTS

SALES DEPARTMENT
SEATTLE DISTRICT
W. A. SMITH, CREDIT MANAGER

600 REPUBLIC BUILDING
SEATTLE, WASHINGTON

September 2, 1941

CONTRACT NO. 2325
SKYLINE-BARNES ROAD

CONTRACT NO. 2390
SILETZ-TOLEDO JOB
No. 204 B1

HOMER G. JOHNSON
3166 N. GREELEY
PORTLAND, OREGON

Oregon State Highway Commission
H. B. Glaisyer, Secretary
Salem, Oregon

Dear Sir:

Please be advised that Mr. Johnson is owing the undersigned $502.74 for products furnished him on Contract No. 2325, Skyline-Barnes Road, and that payment has not been received. We understand this contract is completed and, since we have not received payment, we would like to have our claim filed for this amount.

The undersigned has also furnished products in the amount of $1,897.35 up to and including August 25 on Contract No. 2390, Siletz-Toledo Job 204 B1. We understand that this job has not been completed, but we will appreciate your advising us the last estimate that he has received and when he will receive the next one for work done. If the contract has been completed, we would appreciate your filing our claim and we will supplement the amount of the claim if additional charges come in.

We wish to thank you at this time for the cooperation you have given us on the contracts we have written you about.

Yours truly,

THE TEXAS COMPANY

W A Smith

W. A. SMITH
Credit Manager

HET-KCF

RECEIVED
SEP 12 1941
FOR FILING

FAS 214-B-1

R

September 10, 1941

Maryland Casualty Company
Mansfield & Co., Agents
310 Lewis Building
Portland, Oregon

Gentlemen:

We have discussed orally the situation and the problems involved in state highway contract No. 2390, which contract has been executed by Homer G. Johnson and the State Highway Commission and which covers the Siletz-Toledo Section of the Siletz Secondary Highway in Lincoln County. In connection with this matter I addressed a letter to you under date of August 20, 1941, to which letter I have had no reply.

We have been advised by telephone and by personal interview with you that it is the purpose of the surety company to assume responsibility for the completion of the job and to take direct supervision of the conduct of the work under some mutual arrangement between the surety company and Mr. Johnson. We were advised orally that as a part of your arrangement with Mr. Johnson you have placed in charge of the job a Mr. Anderson with whom we are to have our contacts and relations until the job is completed.

We have no reason to question the setup, but, in order to clarify our records, I wish you would write me and state what is to be the position of the surety company with respect to the job from now on. We must give instructions to someone on the job who has the authority, and must know whether it be Mr. Johnson, the contractor, or Mr. Anderson, the representative of the surety. If the surety is not to assume the responsibility for the job and Mr. Anderson is to be the contractor's superintendent and the representative of Mr. Johnson on the job, then we must have a letter from Mr. Johnson to that effect.

Trusting that the job will be completed satisfactorily, and assuring you of our cooperation, I remain

Very truly yours,

R. H. Baldock
Chief Engineer

RHB:HI

September 9, 1941

Memorandum:

I called Mr. Mansfield to discuss with him the Homer Johnson job at Toledo and especially the situation as to whether or not the surety has taken over the job or whether it is still Johnson's job.

Mr. Mansfield said that to all intents and purposes the surety company has taken over the job. It has put its man Anderson in charge. He said the only reason he did not answer Mr. Baldock's letter was that he did not want to have Johnson displaced so far as our records are concerned, for he thought that would hurt his credit and he said what the surety company is trying to do is work the job out so as to salvage as much as possible for Mr. Johnson, but he said that so far as relations between the Highway Department and the surety company are concerned the surety company is in charge of the job , will give all the orders which the contractor would ordinarily give, and will expect the money to be paid to the surety.

He said the surety company will cooperate with Homer and will leave the job in Homer's name,but so far as actual supervision of the job is concerned it will be under the surety company and its representative.

J. M. DEVERS

JMD:PW

August 20, 1941

Maryland Casualty Co.
Mansfield & Co., Agent
310 Lewis Bldg.
Portland, Oregon

Gentlemen:

As the progress on Homer G. Johnson's contract on the Siletz-Toledo Section of the Siletz Secondary Highway in Lincoln County, Contract No. 2390, is unsatisfactory, and as Mr. Johnson has failed to install the crushing plant which is required in the performance of the work as indicated to you in our letter of August 1, you are hereby officially notified and requested to exercise your right and your obligation as surety to assume control of the work, and to carry on the same in accordance with the provisions of the contract.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc to Homer G. Johnson
Imperial Hotel
Portland, Oregon

August 20, 1941

Mr. Homer G. Johnson,
Imperial Hotel,
Portland, Oregon.

Dear Mr. Johnson:

You are in default in the performance of your contract with the State of Oregon for the construction of the Siletz-Toledo Section of the Siletz Secondary Highway in Lincoln County. You have failed and refused to carry on or conduct the work in conformance with the Engineer's orders, and it is apparent, based upon the degree of progress that you have made thus far, that the work will not be completed within the time fixed in the contract. I have, therefore, requested the Maryland Casualty Company, the surety on your bond with the State, to take over and assume full responsibility for the completion of the job.

This action is taken without any prejudice to any other rights of remedies available to the State under the terms of the agreement.

Yours very truly,

R. H. Baldock
State Highway Engineer

RHB:FW

cc Maryland Casualty Company

RECEIVED
SEP 11 1941
FOR FILING

FAS 204-F-1

R

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 8, 1941

Subject:

To: Mr. R. H. Baldock,

Office.

Dear Sir:

I started to write the letter that you wanted to go out over your signature to the Mansfield Company and then concluded that I had best talk to Mr. Mansfield. I did so and he said that his only reason for not answering your letter was that he thought by not answering it they could better protect Homer Johnson and his creditors. If officially in our records the company should take over the job, he was of the opinion that it would hurt him on his other jobs. He said that to all intents and purposes the surety company has taken over the job and that we are to deal with its man Anderson. Mr. Mansfield was to have a further conference with Homer this afternoon.

Under the circumstances I think it best to defer any further action for a while, for since Mansfield told you and Mr. Smith, and then told me over the telephone, that for all practical purposes the surety company is taking over the job, we probably will be safe in any event; at least we will be safe to wait a while rather than force them to write a letter and probably make trouble for Homer elsewhere.

Yours very truly,

JMD
J. M. DEVERS

JMD:PW

NOTED
State Highway Engineer

R

RECEIVED
AUG 29 1941
FOR FILING

FAS 204-R-1

August 21, 1941

Mr. Homer G. Johnson
Imperial Hotel
Portland, Oregon

Dear Sir:

This acknowledges receipt of your letter of August 16, which arrived in today's mail, in which you request that future payments to you in connection with your contract No. 2390, for grading, surfacing and oiling the Siletz-Toledo Section of the Siletz Secondary Highway, in Lincoln County, be mailed to Calvin N. Souther, Board of Trade Building, Portland.

We shall be pleased to comply with your request.

Very truly yours,

Secretary

HBG:RS

cc - Carl Smith

Filed in contract

NOTED
D. G. DeSart

RECEIVED
AUG 29 1941
FOR FILING

August 21, 1941

Maryland Casualty Company
Mansfield & Company
Lewis Building
Portland, Oregon

Gentlemen: Attention Chas. A. Mansfield
Attorney in Fact

This acknowledges receipt of your letter of August 16, just received, in which you authorize the release of all payments now due or to become due to Homer G. Johnson in connection with his contract with the State Highway Commission for grading, surfacing and oiling on the Siletz-Toledo Section of the Siletz Secondary Highway, in Lincoln County, subject to the condition that the checks be mailed to Calvin N. Souther, Board of Trade Building, Portland, Oregon.

This also acknowledges receipt of the enclosure, being a letter from Homer G. Johnson asking that future remittances to him in connection with the above mentioned contract be mailed to Calvin Souther, Board of Trade Building, Portland, Oregon.

We shall be pleased to comply with the above instructions.

Very truly yours,

Secretary

HBG:RS

cc - Carl Smith

Filed in contract

NOTED
D. G. DeSart

RECEIVED
AUG [illegible] 1941
FOR FILING

FAS 201-E-1

R

August 1st, 1941

Maryland Casualty Company
Mansfield & Co., Agent
310 Lewis Building
Portland, Oregon

Dear Sirs:

The progress on Homer G. Johnson's contract on the Toledo-Siletz Section, Contract No. 2390, is unsatisfactory, and there is very little prospect of his completing the oiling this fall, in spite of the fact that the job was let in November of 1940.

Johnson was repeatedly notified to start the work during the winter and spring, and since starting the work has been written or telephoned again and again to hasten his progress.

This is to advise you that unless active steps are taken to install a crushing plant within one week, you will be notified to take over and proceed with the contract.

Very truly yours,

R. H. BALDOCK
CHIEF ENGINEER

B

cc to: Homer G. Johnson

RECEIVED
JUL 16 1941
FOR FILING

FAS 204-B-1

R

July 15, 1941

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

We are enclosing herewith three copies of easement granted by the C. D. Johnson Lumber Corporation for encroachment on their right of way by the Siletz-Toledo Section, Project No. FAS 204-B (1).

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

Encl.

FAS 204-B-1

~~Council No. 124~~

RECEIVED
1941
FOR FILING

P

JUL 8 - 1941

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

Ore. FAS 204-B (1)
Siletz-Toledo Sec.
Siletz Secondary Hwy.

July 7, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the ______________ project agreement and certificate for the above-numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Sr. Highway Engineer

Encl.

Jon

WA4Pr-10740

Form P. R. 2

State Oregon

Federal Aid Secondary Project No. FAS 224-B(1)

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 12th day of June, 1941

by and between The Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Federal Works Administrator, hereinafter called the Administrator, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto, particularly Section 7 of the Act approved June 16, 1936, 49 Stat. 1521 (Public No. 686, 74th Congress);

Whereas the Highway Department of said State submitted on the 7th day of October, 1939, a revised project statement, which was approved on the 25th day of January, 1940, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated for the administration of the Federal Highway Act, has furnished surveys, plans, specifications, and estimates for Section B(1) of said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 29th day of October 19 40; and

Whereas the Administrator has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of thirty-two thousand, four hundred eighteen and 60/100 dollars ($32,418.60) as the share of the United States payable under said act on account of Section B(1) of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Administrator do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(a) By the State a Chapter 175, laws 1927; Chap. 31, laws 1920; Chap. 329, laws 1939
(Include date and citation of act of legislature by which authorized)

(b) From other sources
(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 61+11.0 in the NE¼ Sec. 6, T. 11 S., R. 10 W., W.M. and survey station 410+06.0 in the E. 1/2 of Sec. 9, T. 10 S., R. 10 W., W.M. (excepting therefrom those portions between survey stations 261+00 and 309+00; 347+65 and 349+70; and 362+00 and 377+20.)

, length 5.418 miles, in Lincoln County, being Section B(1) of Oregon Federal Aid Secondary project. No. FAS 284, consisting of 5.418 miles of roadway and no bridges, [illegible] of more than 20 feet clear span, o[illegible]

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JUN 30 1941

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Administrator or his agents, and in accordance with the laws of said State, the rules and regulations of the Administrator, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Administrator or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Administrator, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

16—11379

(b) Final payment of Federal funds shall not be made on said project until rights of way satisfactory to the Public Roads Administration have been obtained for those portions of said project which encroach upon the right of way of the Johnson Lumber Company Railroad.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section 2(1) of said project shall not in any event exceed the sum of thirty-two thousand, four hundred eighteen and 60/100 dollars ($32,418.60), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of seventy-four thousand, three hundred twenty-five and 13/100 dollars ($74,325.13), the approved total estimated cost of Section 2(1) of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Administrator shall from time to time draw warrants on the Secretary of the Treasury for the payment to The State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Administrator after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

The Administrator reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chapter 329, laws 1929. (Include reference to statute authorizing funds and probable amount annually available)

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JUN 30 1941

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Administrator on the ____________ day of JUN 21 1941, 19____

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell
Chairman, State Highway Commission
(Title of officer)

By ____________
Member, State Highway Commission
(Title of officer)

By ____________
Member, State Highway Commission
(Title of officer)

By ____________
____
(Title of officer)

By ____________
____
(Title of officer)

FEDERAL WORKS ADMINISTRATOR,

By ____________
Acting Commissioner of Public Roads.

Form PR. 8—Revised

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Agency as Federal Aid Secondary Project No. FAS 204-B(1) State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 74,325.13 as the total estimated cost of said project, and the sum of $ 32,418.60 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this .... day of ....

one thousand nine hundred and JUN 21 1941

FEDERAL WORKS ADMINISTRATOR,

By O'Leary
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—10129

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RECEIVED
JUN 23 1941
FOR FILING

FAS 204-B-1

June 23, 1941

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

Reference is made to your letter of June 16, 1941, concerning encroachment on the right of way of the C. D. Johnson Lumber Company by the Siletz-Toledo Section, Project No. FAS 204-B (1).

The encroachment between Stations 72 and 75 is being covered by an additional easement, copies of which will be submitted as soon as possible.

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dist. by J. W. Nash/RR

2

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

RECEIVED
JUN 17 1941
STATE HIGHWAY

June 16, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to the easement for encroachments on the right of way of the C. D. Johnson Lumber Company railroad on Oregon Federal Aid Secondary Project FAS 204-B (1), Siletz-Toledo Section of the Siletz Highway, received with your letter of June 6, 1941.

From the plans it appears that there is an encroachment between Stations 72 and 75 not covered by the easement. Action on the easement is being withheld pending clarification of this encroachment. Will you please advise at your early convenience.

Very truly yours,

W. H. LYNCH
District Engineer

By F E Andrews
F. E. Andrews
Sr. Highway Engineer

RECEIVED
JUN 7 1941
FOR FILING

FAS 204-B-1

June 6, 1941

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

We are enclosing herewith three copies of easement covering encroachments on the right of way of the C. D. Johnson Lumber Company Railroad by the Siletz-Toledo Section, Project No. FAS 204-B (1).

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dist. by J. W. Nash/ER

Encl.

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

RECEIVED
APR 17 1941
STATE [illegible]

April 16, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Before forwarding the proposed project agreement estimate dated April 12, 1941 for Oregon FAS 204-B (1), we will increase the Federal Aid Secondary funds shown at the top of the second page sixty cents to harmonize with the amounts shown below. Corresponding reduction of sixty cents was made in the state funds. Total cost applicable against the 1939 funds were shown as $19,725.13 and against 1941 as $54,600.00.

Pending receipt of customary copies of easement for railroad encroachments as requested in our letter of October 25, 1940 authorizing advertising, it will be necessary to withhold action on the estimate.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

RECEIVED
JUN 5 1941
FOR FILING

FAS 204-B-1

Salem, Oregon
June 5, 1941

Mr. F. D. Eason
Highway Division Engineer
Office

Dear Sir:

The Siletz Secondary Highway Project, FAS 204-B (1), has been approved by the PRA subject to the condition that suitable signs be installed to warn traffic of the low clearance and narrow width of the underpass at Station 873+75.

Please arrange to have these signs in place by the time the oiling work on the project is completed.

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

SHP:ER

cc to W. H. Lynch
W. O. Widdows

8

FAS 204-B-1

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FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

June 4, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for Oregon Federal Aid Secondary Project FAS 204-B (1), Siletz-Toledo Section of the Siletz Highway, for signature and return to this office. Quick action is requested as the project is partially financed with 1939 funds which will lapse if not under fully executed agreement by June 30, 1941. For this reason the Regional Office have sent us the draft of the agreement air mail. The approved copy of the detail estimate and of the specifications are following by regular mail and will be sent you when received here.

Approval was made subject to the condition that the non-participating underpass at Station 273+75 be posted for low clearance and narrow width.

Eason and Waddows advised June 5.

In line with our verbal understanding the agreement has been prepared eliminating the 1940 Federal funds requested in the estimate which you submitted, and substituting State funds.

Very truly yours,

W. H. LYNCH
District Engineer

By LJCanfield
L. J. Canfield
Sr. Highway Engineer

Encls.

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JUL 19 1941

FAS 204-B-1

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

May 27, 1941

RECEIVED
MAY 28 1941
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to your letter of May 24, 1941, forwarding a revised second sheet for the proposed project agreement estimate for Oregon Federal Aid Secondary Project FAS 204-B (1). In view of the short time before funds will lapse, we forwarded the estimate with the request that the agreement should be drafted with a special clause concerning the railway encroachment.

Please forward copies of the easement at your earliest convenience.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

Jeo

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FOR FILING

FAS 204-B-1

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

RECEIVED
MAY 6 - 1941
OREG[illegible]
STA[illegible]SION

May 5, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to our letter of April 16, 1941 concerning the proposed agreement estimate for Oregon Federal Aid Secondary Project FAS 204-B (1), Siletz-Toledo Section of the Siletz Highway. The 1939 funds held for this project will lapse unless under agreement by June 30 of this year. If there will be much delay in securing copies of the easement, write us and we will forward the estimate with a request that the agreement be drafted to include a special clause concerning furnishing copies later.

Since you prepared this estimate, which took up all balances of 1939 funds, there has been an increase from $8,310.60 to $9,418.60 in the amount available due to releases from payments of final vouchers in projects under the 1938 program, which were transferred to 1939 funds.

The estimate as prepared requests considerably less than the maximum percentage of participation allowable. If you care to rewrite the second page which contains merely data concerning funds in the light of this increase we will attach it to the first page we have here and recommend it as altered.

It is our understanding that you wish any further balances of 1939 funds, which may accrue from payment of any pending final vouchers and which must be put under agreement by June 30 to avoid lapse, to be substituted for 1941 funds in this project.

Will you please also name a 1941 project to which we may transfer similar balances of FAS 1940 funds.

Very truly yours,

W H Lynch
W. H. LYNCH
District Engineer

Take up all
FAS funds (1939-40)
on this proj.

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FAS 204-B-1

a

April 12, 1941

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

We are enclosing herewith seven copies of estimate as basis for project agreement for the Siletz-Toledo Section, Project No. FAS 204-B (1).

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. FAS 204-B (1)

SILETZ-TOLEDO SECTION OF THE
SILETZ HIGHWAY IN LINCOLN COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 12, 1941

Roadway (Sta. 61+11 to 261+00) (Sta. 309+00 to 347+65)
(Sta. 348+50 to 362+00) (Sta. 377+00 to 410+05)

All Required		Clearing and Grubbing		$ 2,735.00
120	cu. yds.	Trench Excavation, Unclassified	$ 1.00	120.00
35,000	cu. yds.	General Excavation, Unclassified	.30	10,500.00
7,400	yd. mi.	Truck Haul	.12	888.00
10,500	lin. ft.	Rounding Cutbanks	.08	840.00
5.08	miles	Finishing Roadbed and Slopes	200.00	1,016.00
32	lin. ft.	12" Corr. Metal Pipe	1.90	60.80
30	lin. ft.	15" Corr. Metal Pipe	2.25	67.50
30	lin. ft.	24" Corr. Metal Pipe	4.00	120.00
20	lin. ft.	36" Corr. Metal Pipe	7.75	155.00
550	lin. ft.	12" Concrete Pipe	1.15	632.50
400	lin. ft.	18" Concrete Pipe	2.65	1,060.00
70	lin. ft.	24" Concrete Pipe	3.25	227.50
4	lin. ft.	36" Concrete Pipe	7.50	30.00
44	lin. ft.	Salvaging Culvert Pipe	.75	33.00
22,000	cu. yds.	6" - 0" Material in Base	1.40	30,800.00
4,800	tons	1½" - 0" Material in Leveling Course	1.40	6,720.00
130	cu. yds.	Filler	.50	65.00
130	yd. mi.	Hauling Filler	.20	26.00
160	M-gal.	Sprinkling	1.50	240.00
5.42	miles	Preparation of Base	100.00	542.00
2,600	tons	Furnishing and Placing Aggregates	2.05	5,330.00
62	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	18.00	1,116.00
124	tons	Furnishing and Placing Light Tar	18.00	2,232.00
134	tons	Furnishing and Placing Heavy Tar	18.00	2,412.00
			Subtotal	$ 67,968.30
			10% Engr. & Cont.	6,796.83
			Total	$ 74,765.13

Length of Roadway 5.418 miles
Cost per mile $ 13,718.18

FAS Funds- $ 31,310.00
State Funds- 43,015.13

$ 74,325.13

1939 FAS Funds	$ 8,310.00	Length	1.478 miles
1941 FAS Funds	$23,000.00	Length	3.900 miles

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

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NOV 28 1940
FOR FILING

FAS 24-B-1

November 28, 1940

Mr. Homer O. Johnson
Imperial Hotel
Portland, Oregon

Dear Sir:

We are sending you today by express a fully executed copy of Contract No. 2390 which was awarded to you on November 13, 1940, by the State Highway Commission covering the grading, surfacing, and oiling of the Siletz-Toledo Section of the Siletz Secondary Highway, in Lincoln County. This copy is for your records and files. We are also sending an executed copy to the surety on your bond.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

DGD:MBL

RECEIVED
NOV 28 1940
FOR FILING

FAS [illegible] - R-1

November 28, 1940

MARYLAND CASUALTY COMPANY
Mansfield & Company, Agent
Lewis Building
Portland, Oregon

Gentlemen:

We are sending you today by express a fully executed copy of Contract No. 2390 which was awarded to Homer G. Johnson by the State Highway Commission on November 13, 1940, covering the grading, surfacing, and oiling of the Siletz-Toledo Section of the Siletz Secondary Highway, in Lincoln County.

Inasmuch as you are surety for the contractor on this job, this copy of the contract is sent you for your records and files.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

DGD:MBL

RECEIVED
NOV 18 1940
FOR FILING

FAS 204-B-1

November 16, 1940

Mr. Homer G. Johnson
Imperial Hotel
Portland, Oregon

Dear Sir:

We are sending you today by express four copies of Contract No. 2390 which was awarded to you by the State Highway Commission on November 13, 1940, covering the grading, surfacing, and oiling of the Siletz-Toledo Section of the Siletz Secondary Highway, in Lincoln County.

Kindly execute all four copies of this contract as to agreement and bond and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section (page 15) of the printed General Provisions, relating to the Workmen's Compensation Act. You will be expected to accept the terms of this act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the paragraph on the same page, relating to payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

MBL

November 14, 1940

Mr. Homer G. Johnson
Imperial Hotel
Portland, Oregon

Dear Sir:

The State Highway Commission on November 13, 1940, awarded you the contract for 5.4 miles grading and 7.8 miles surfacing and oiling on the Siletz-Toledo Section of the Siletz Secondary Highway, in Lincoln County. This award was based on your low bid of $90,320.00, using tar, submitted on that date.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AM

cc - S. H. Probert

G. E. Paxson

November 15, 1939

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

We are enclosing herewith five copies of special provision page number 1 for the Siletz-Toledo Section, Project No. FAS 204-B (1), which page has been revised by changing the time of receiving bids to December 7, 1939.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ME

Encl.

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

November 13, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon Federal Aid Secondary Project No. FAS 204-B (1), Siletz-Toledo Section of the Siletz Highway, to Homer G. Johnson, Portland, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

By

F. E. Andrews
Sr. Highway Engineer

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OCT 26 1940
FOR FILING

FAS 204-B-1

October 25, 1940

Mr. W. E. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

This is to advise that in connection with the Siletz-Toledo Project, FAS 204-B (1), the State will install reflectorized advance warning signs and reflectorized cross-buck signs at all railway grade crossings, as required by Administrative Memorandum No. 65.

The crossings involved are located at Stations 40+60, 213+44, 257+57 and 385+65.

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

SHP:LR

RECEIVED
OCT 26 1940
FOR FILING

FAS 204-B-1

October 25, 1940

Mr. V. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3000
Portland, Oregon

Dear Sir:

This will advise that in connection with the Siletz-Toledo Project, FAS 204-B (1), the State will, at each existing bridge, install reflectorized warning signs and reflectorized buttons and do all other things required for compliance with the provisions of Administrative Memorandum No. 102.

The bridges involved are located at Stations 42, 348 and 971.

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

SHP:DR

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

October 25, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Federal Aid Secondary Project No. FAS 204-B (1), the Siletz-Toledo Section of the Siletz Highway, have today been recommended for approval, subject to final review and approval by the Commissioner of Public Roads. This is your authority to advertise for bids.

Our recommendation for approval is contingent on approval of the minor change in program as requested by you.

Concurrence in award of contract also will be withheld until all rights of way have been obtained.

Railroad easements covering encroachments should be forwarded with the agreement estimate.

Very truly yours,

W. H. LYNCH
District Engineer

By

F. E. Andrews
Sr. Highway Engineer

October 22, 1940

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

We are enclosing herewith seven copies of estimate and three copies of right of way statement for the Siletz-Toledo Section, Project No. FAS 204-B (1).

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dictated by J. W. Nash/ER

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. FAS 204-B (1)

SILETZ-TOLEDO SECTION OF THE

SILETZ HIGHWAY IN LINCOLN COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, October 22, 1940

Roadway (Sta. 61+11 to 261+00) (Sta. 309+00 to 347+65)
(Sta. 348+50 to 362+00) (Sta. 377+00 to 410+00)

All Required		Clearing and Grubbing		$ 1,800.00
120	cu. yds.	Trench Excavation, Unclassified	$ 1.00	120.00
35,000	cu. yds.	General Excavation, Unclassified	.30	10,500.00
7,400	yd. mi.	Truck Haul	.12	888.00
10,500	lin. ft.	Rounding Cutbanks	.10	1,050.00
5.08	miles	Finishing Roadbed and Slopes	300.00	1,524.00
32	lin. ft.	12" Corr. Metal Pipe	1.00	32.00
30	lin. ft.	15" Corr. Metal Pipe	1.50	45.00
30	lin. ft.	24" Corr. Metal Pipe	3.00	90.00
20	lin. ft.	36" Corr. Metal Pipe	5.00	100.00
550	lin. ft.	12" Concrete Pipe	1.00	550.00
400	lin. ft.	18" Concrete Pipe	2.00	800.00
70	lin. ft.	24" Concrete Pipe	3.00	210.00
4	lin. ft.	36" Concrete Pipe	5.00	20.00
44	lin. ft.	Salvaging Culvert Pipe	.50	22.00
22,000	cu. yds.	6" - 0" Material in Base	1.50	33,000.00
4,800	tons	1½" - 0" Material in Leveling Course	1.80	8,640.00
130	cu. yds.	Filler	.40	52.00
130	yd. mi.	Hauling Filler	.15	19.50
160	M-gal.	Sprinkling	1.50	240.00
5.42	miles	Preparation of Base	100.00	542.00
2,600	tons	Furnishing and Placing Aggregates	2.80	7,280.00
62	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	22.00	1,364.00
106	tons	Furnishing and Placing RC-2 Asphalt	20.00	2,120.00
114	tons	Furnishing and Placing 151-200 Asphalt	20.00	2,280.00
124	tons	Furnishing and Placing Light Tar	18.00	(Alternate)
134	tons	Furnishing and Placing Heavy Tar	18.00	(Alternate)
			Subtotal	$ 73,288.50
			10% Engr. & Cont.	7,328.85
			Total	$ 80,617.35

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

Length of Roadway 5.418 miles
Cost per mile $ 14,879.54

FAS Funds- -	$ 26,000.00
State Funds- -	54,617.35
	$ 80,617.35

1939 FAS Funds	$ 3,000.00	Length	.625 miles
1941 FAS Funds	23,000.00	Length	4.793 miles

[illegible]

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

October 16, 1939

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Receipt is acknowledged of project statement on October 9th and partial P.S.& E. papers on October 12th, relative to proposed Oregon Federal Aid Secondary project No. FAS 204, the Siletz Highway.

It will be necessary to have factual data from the Planning Survey justifying the inclusion of this route as a Federal Aid Secondary highway before project statement can be approved.

The papers will be held in this office pending receipt of the above information.

Very truly yours,

W. H. LYNCH
District Engineer

By F. B. Andrews

F. B. Andrews
Sr. Highway Engineer

[illegible]
FOR FILES

204-B-1

4

October 16, 1940

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

We have before us your letter of October 2, concerning the Siletz-Toledo Project, Project 204-B (1).

In making no attempt to improve upon the existing grade line between Stations 98 and 100+50, and between Stations 132 and 154, we were not so much concerned with the additional grading work required as we were with the abandoning of the existing well stabilized base and the expense of providing an equally strong base of new materials.

The existing base has been under heavy log hauling traffic for several years and was rerocked at considerable expense only two years ago. It is compacted and stabilized as only a surfacing under heavy traffic can be, and we would like to retain it in service, if possible.

We agree with you that improvements in the grade line at the locations mentioned in your letter are desirable, but, in our opinion, they are no more desirable than some of the improvements that might be made in alignment. The amount originally allotted for the project has already been nearly doubled by revisions here and there and might easily be increased much more. We feel that the point has been reached where a line must be drawn, and we hope that you will not insist on the changes in grade mentioned in your letter being made.

We do not have an exact estimate of cost for the revisions suggested, but the cost will not be less than $6,000. The additional surfacing alone will cost in the neighborhood of $4,000.

We are agreeable to having the oiling of the bridge at Station 340 and all work between Stations 362 and 375 classed as "non-participating."

Very truly yours,

R. H. Baldock
Chief Engineer

FORM E-30 REVISED 25M 5-40

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

RECEIVED
OCT 10 1940

Salem, Oregon
October 9, 1940

Subject:

To: Mr. H. G. Smith,
Construction Engineer,
Office.

Dear Sir:

Attached hereto is a letter from F. E. Andrews, Senior Highway Engineer of the Public Roads Adminstration, of Portland, taking exception to several matters in connection with the proposed Siletz Highway project between Toledo and the town of Siletz.

With respect to the first two items mentioned, in which objection is made to the grade line shown on the profile, the Bureau should be advised that this is the existing grade, which is well rocked and stable. This road is under a continuous heavy log haul traffic, and it is desired to maintain as far as possible the present stabilized grade, which was rerocked under a contract two years ago at considerable expense to the State for the purpose of accommodating this type of traffic. The grade is rolling, but it would be very expensive to regrade on a modern grade line and put the necessary rock base and surfacing in to obtain the same stable condition as now existing.

The items 3 and 4, with reference to two bridges on the project, I think can be considered non-participating sections. It was understood in my trip over this project with Mr. Tom Davis that the Siletz River Bridge Section would be done with State funds.

Yours very truly,

F D Eason

F. D. EASON,
Division Engineer.

FDE:AM

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

October 2, 1940

REFERRED TO [illegible]
By Asst. Chief Engineer

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to P.S.& E. papers covering proposed Oregon Federal Aid Secondary Project 204-B (1), the Siletz-Toledo Section, received in this office September 25, 1940.

A hurried review indicates the project as submitted is not satisfactory for approval, and the following comments are made:

Stations 98 to 100+50: A small amount of grading would improve the grade of this portion.

[illegible]

Stations 132 to 154: The grade apparently follows the present road without any especial effort to improve the grade line which is composed of very short grades connected with short verticals. This is borne out by the fact that in this stretch of 2,200 ft. there is only approximately 1,800 cu. yds. of excavation, which is mostly taken up in widening. It is our belief that this grade, together with other smaller sections not here enumerated, could be greatly improved without increasing the yardage to an unreasonable extent.

✓ The Mill Creek bridge at Station 348 has only an 18-ft. roadway and is not eligible for the expenditure of Federal Aid Secondary funds in the placing of an oil mat wearing surface on the deck.

[illegible]

✓ The bridge over the Siletz River with its 16-ft. roadway is not eligible for Federal participation in the oiling of the deck and approaches. Due to the probable relocation when this structure is reconstructed, our opinion, as expressed during a field inspection with your engineers, is that the section between Stations 362 and 375 should be non-participating as far as the present proposed work is concerned.

Detailed inspections of the two above mentioned structures will be made by our bridge department in the near future.

Your comments on the questions raised on this project will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By
F. E. Andrews
Sr. Highway Engineer

October 11, 1939

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed seven copies of estimate and three copies of right of way statement for the Siletz-Toledo Section, Project No. FAS 204-B (1).

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

The plan title sheet has not been signed by Mr. McCullough, and additional copies will be sent to you later when his signature has been secured.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dist. by J. W. Nash/ER

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. FAS 204-B (1)

SILETZ-TOLEDO SECTION OF THE
SILETZ HIGHWAY IN LINCOLN COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, October 11, 1939

(Sta. 0+13 to 41+93.9) (Sta. 63+13.8 to 428+00)

6,400	cu. yds.	1½" - 0" Material in Base	$ 1.50	$ 9,600.00
90	cu. yds.	Filler	.40	36.00
180	yd. mi.	Hauling Filler	.15	27.00
45	M-gal.	Sprinkling	1.50	67.50
7.70	miles	Preparation of Base	200.00	1,540.00
3,040	cu. yds.	Mineral Aggregate in Place	2.50	7,600.00
129	tons	RC-2 Asphalt in Binder Course	23.00	2,967.00
152	tons	Asphalt in Place	20.00	3,040.00
82	tons	RC-3 Asphalt in Seal Coat	20.00	1,640.00
152	tons	Light Tar in Binder Course	18.00	(Alternate)
283	tons	Heavy Tar in Place	18.00	(Alternate)
			Subtotal	$ 26,517.50
			10% Engr. & Cont.	2,651.75
			Total	$ 28,169.25

Length of Roadway	7.606 miles
Length of bridges	.090 mile
Total Length	7.696 miles
Cost per mile	$ 2,360.86

Note: Oiling is to be constructed across bridges

FAS Funds Requested- -	$ 18,169.25
State Funds- -	10,000.00
	$ 28,169.25

SILETZ-TOLEDO SECTION

PROJECT NO. FAS 204-B (1)

All necessary right of way has been acquired for this project.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

October 11, 1939

September 24, 1940

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

We are enclosing herewith seven copies of estimate and three copies of right of way statement to accompany plans and specifications for the Siletz-Toledo Section, Project No. FAS 204-B (1).

Five bid proposals, four standard contract forms and five sets of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. FAS 204-B (1)

SILETZ-TOLEDO SECTION OF THE
SILETZ HIGHWAY IN LINCOLN COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, September 24, 1940

Roadway (Sta. 61+11 to 261+00) (Sta. 309+00 to 410+06)

All Required		Clearing and Grubbing		$ 1,800.00
170	cu. yds.	Trench Excavation, Unclassified	$ 1.00	170.00
38,000	cu. yds.	General Excavation, Unclassified	.30	11,400.00
9,400	yd. mi.	Truck Haul	.12	1,128.00
11,000	lin. ft.	Rounding Cutbanks	.10	1,100.00
5.31	miles	Finishing Roadbed and Slopes	300.00	1,593.00
40	lin. ft.	12" Corr. Metal Pipe	1.00	40.00
30	lin. ft.	15" Corr. Metal Pipe	1.50	45.00
30	lin. ft.	24" Corr. Metal Pipe	3.00	90.00
20	lin. ft.	36" Corr. Metal Pipe	5.00	100.00
550	lin. ft.	12" Concrete Pipe	1.00	550.00
410	lin. ft.	18" Concrete Pipe	2.00	820.00
70	lin. ft.	24" Concrete Pipe	3.00	210.00
4	lin. ft.	36" Concrete Pipe	5.00	20.00
44	lin. ft.	Salvaging Culvert Pipe	.50	22.00
23,300	cu. yds.	6" - 0" Material in Base	1.50	34,950.00
5,300	tons	1½" - 0" Material in Leveling Course	1.80	9,540.00
150	cu. yds.	Filler	.40	60.00
150	yd. mi.	Hauling Filler	.15	22.50
190	M-gal.	Sprinkling	1.50	285.00
5.72	miles	Preparation of Base	100.00	572.00
2,600	tons	Furnishing and Placing Aggregates	2.80	7,280.00
64	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	22.00	1,408.00
110	tons	Furnishing and Placing RC-2 Asphalt	20.00	2,200.00
120	tons	Furnishing and Placing 151-200 Asphalt	20.00	2,400.00
130	tons	Furnishing and Placing Light Tar	17.00	(Alternate)

142 tons	Furnishing and Placing Heavy Tar	$ 17.00	(Alternate)
	Subtotal		$ 77,805.50
	10% Engr. & Cont.		7,780.55
	Total		$ 85,586.05

[illegible] SECTION

Length of Roadway	5.630 miles
Length of Bridges [illegible] (1)	.088 mile
Total Length	5.718 miles
Cost per mile	$ 14,967.82

Note: Oiling is to be constructed across bridges. [illegible] are in progress.

Thirty-four parcels have not been acquired, [illegible] the right

FAS Funds- $ 15,000.00
State Funds- 70,586.05

[illegible] all necessary right of way can be made fully $ 85,586.05

[illegible] within fourteen days.

1939 FAS Funds	$ 3,000.00	Length	1.144 miles
1940 FAS Funds	12,000.00	Length	4.574 miles

[illegible]
Chief Engineer

By

[illegible]
Office Engineer

[illegible], 1939

SILETZ-TOLEDO SECTION

PROJECT NO. FAS 204-B (1)

While negotiations for right of way are in progress, thirty-four parcels have not been acquired, nor has the right been secured to occupy and use these parcels, but it is now believed that all necessary right of way can be made fully available within fourteen days.

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

September 24, 1940

RECEIVED
JUL 6 1940
FOR FILING

Const
Projects
Siletz Second.

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 5th, 1940

Subject: Siletz Secondary Highway

To: Mr. C. B. McCullough
Assistant State Highway Engineer
Office

NOTED
C. B. McCULLOUGH

Dear Sir:

In regard to Record of Assignment #844, Mr. Baldock made a trip over the Siletz Highway, and a project will be submitted calling for the surfacing and oiling of the section between Toledo and Siletz. One half of this will be built with state funds on account of the low standards, and the rest will be financed with Federal Aid secondary funds.

It is hoped that the Public Roads Administration will approve such a scheme.

Very truly yours,

H G Smith
H. G. Smith
Construction Engineer

HGS:AR

RECEIVED
JUL 11 1940
FOR FILING

Const
Projects
Siletz Second.

2b

May 28, 1940

Inspection of Siletz Secondary Highway

Mr. J. M. Bishop

Cross Referenced To
Adm
Permits
Log Hauling

Please remind me and we will make a personal inspection of the Siletz Secondary Highway with the head of the logging industry.

R. H. Baldock

RHB:HI

R[illegible]ED TO
RHB
By Asst. State Highway Engineer

This is the report I talked to you about today coming down from Portland
CBMc

COMMISSION
NDENCE

Y 22 1940

uling on the Siletz
Highway

MAY 22 1940

Dear Sir:

I am returning herewith your Record of Assignment No. 755 which has reference to Mr. Eason's letter to Mr. Glaisyer concerning log hauling on that portion of the Siletz Secondary Highway between mile post 6.0 and mile post 9.6.

On May 15, in company with Mr. Eason, I made an inspection of this road. I agree with Mr. Eason that the hauling of logs on this narrow section is extremely hazardous to all traffic other than the log haulers. This is true not only of the section between mile post 6.0 and mile post 9.6 but of several other short sections over which logging permits have been issued and over which logs are being transported at this time.

The section between mile post 6.0 and mile post 9.6 has never been constructed to any definite survey nor has it been surfaced under contract. It was widened for suitable one-way traffic with some turnouts by state and county forces with the use of a bulldozer. Some shale was placed on the traveled portion. This affords an adequate road for light traffic such as fishermen and others who occasionally use it. It possibly would hold up under logging traffic during the summer but it certainly does not have an ample foundation for the transportation of logs during the winter.

It is my understanding from Mr. Eason that a contract is to be let on the Toledo end of this secondary highway for grading, surfacing and oiling under federal secondary funds. It might be well to consider the transfer of these funds to the narrow section mentioned above as it is very doubtful if the Commission would care to adopt the policy of prohibiting log hauling on this road. I believe it would be a better policy to work out some plan of stabilizing and surfacing this section to withstand the log hauling. This road carries very heavy traffic due to the log

Form E-30—Revised—[illegible]

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

MAY 22 1940

Salem, Oregon
May 22, 1940

Subject: Log hauling on the Siletz
Secondary Highway

To: Mr. C. B. McCullough
Assistant State Highway Engineer

MAY 22 1940

Dear Sir:

I am returning herewith your Record of Assignment No. 755 which has reference to Mr. Eason's letter to Mr. Glaisyer concerning log hauling on that portion of the Siletz Secondary Highway between mile post 6.0 and mile post 9.6.

On May 15, in company with Mr. Eason, I made an inspection of this road. I agree with Mr. Eason that the hauling of logs on this narrow section is extremely hazardous to all traffic other than the log haulers. This is true not only of the section between mile post 6.0 and mile post 9.6 but of several other short sections over which logging permits have been issued and over which logs are being transported at this time.

The section between mile post 6.0 and mile post 9.6 has never been constructed to any definite survey nor has it been surfaced under contract. It was widened for suitable one-way traffic with some turnouts by state and county forces with the use of a bulldozer. Some shale was placed on the traveled portion. This affords an adequate road for light traffic such as fishermen and others who occasionally use it. It possibly would hold up under logging traffic during the summer but it certainly does not have an ample foundation for the transportation of logs during the winter.

It is my understanding from Mr. Eason that a contract is to be let on the Toledo end of this secondary highway for grading, surfacing and oiling under federal secondary funds. It might be well to consider the transfer of these funds to the narrow section mentioned above as it is very doubtful if the Commission would care to adopt the policy of prohibiting log hauling on this road. I believe it would be a better policy to work out some plan of stabilizing and surfacing this section to withstand the log hauling. This road carries very heavy traffic due to the log

Form E-90—Revised—8M—8-39

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 22, 1940

Subject:

To: Mr. C. B. McCullough - #2

hauling and probably is more important than many of our primaries. I believe it carries more traffic than the Alsea Highway.

Therefore, I recommend that some means be worked out to widen and stabilize the road rather than forbidding the log hauling.

Very truly yours,

J. N. Bishop

J. N. Bishop
Maintenance Engineer

JNB/er
encls. 3

Form E-30—Revised—25M—6-39

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

MAY 22 1940

Salem, Oregon
May 1, 1940

110-1c-21

Subject: Logging on Siletz Highway

193✓

To: Mr. H. B. Glaisyer
Secretary

Dear Sir:

Attached hereto is a letter from Maintenance Superintendent Goodnight with respect to proposed log hauling on the Siletz Secondary Highway over a section that is very definitely only a one-way road.

Since the State took this road over as a secondary highway, a pioneer road has been pushed through and some surfacing added so that general traffic can get through, but it is very inadequate for any heavy hauling operations both as to alignment and surfacing. This particularly applies to the section from the end of the Bureau work south of Kernville, at Milepost 6 to Milepost 9.6. From a short distance south of Milepost 9.6, log hauling has been in progress for some time toward Toledo. Portions of this road are also very narrow and in very poor condition for such heavy hauling, but no steps have been taken to limit or stop the hauling. However, I think on the above section mentioned, from Milepost 6 to Milepost 9.6, there should be an absolute prohibition on hauling. If it is necessary to get this timber out, it could be dumped in the river and floated down to Kernville.

Yours very truly,

F. D. Eason

F. D. EASON,
Division Engineer.

RECEIVED
MAY 8 - 1940
OFFICE OF
MAINTENANCE ENGINEER

FDE:AM

REFERRED TO
Mr Baldock
BY SECRETARY

[illegible]

NOTED
I. A. DE FRANCE

Form E-30—Revised—30M—1-40

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Corvallis, Oregon
April 30, 1940

MAY 22 1940

Subject: Logging on Siltez

RECEIVED
MAY 1 - 1940
OFFICE OF
DIVISION ENGINEER
DIVISION NO. 2

To: Mr. F.D.Eason
Division Engineer
Salem, Oregon

Dear Sir:

It has come to the attention of this office that logging is proposed on the Siletz from Mile Point 9.6 toward Kernville, as the section from that point to Mile Point 6.0 is one way road and very light surfacing it would appear the department should prohibit a permit.

The heavy logging from near M.P 15 toward Toledo over some sections that are only one way is most damagerous , and the unbroken wheel tracks give our maintenance crew more than can be done in wet weather. It is noted further that a number of loads are lost on the very narrow sections.

This office recommends that no logging permits be granted on the one way road between M.P. 6 and M.P. 14. , this area has not to date been logged over.

Very truly yours,

V.L.Goodnight
Dist. Maint. Supt.

RECEIVED
JAN 2[illegible]
FOR FILING

FAS 204

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

January 22, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Receipt is acknowledged of your letter of January 19 and the project statement for proposed Oregon Federal Aid Secondary Project No. FAS 204, Siletz Highway, is being forwarded for approval. This is with the understanding that previously submitted P.S.& E. for this project are not recommended for approval.

Very truly yours,

W. H. LYNCH
District Engineer

By F E Andrews
F. E. Andrews
Sr. Highway Engineer

1

RECEIVED
JAN 2[illegible]

FAS 204-B-1

January 19, 1940

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

We refer to the last paragraph of your letter of January 10th, concerning the proposed Federal Aid Secondary Project between Siletz and Toledo (FAS 204).

It is our desire that the project statement which you are holding be forwarded for action by your regional and Washington offices.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ER

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

January 10, 1940.

JAN 15

REFERRED TO
RHB
By Asst. State Highway Engineer

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Reference is made to your letter of December 14 in reply to ours of November 30 relative to proposed Oregon Federal Aid Secondary Project between Siletz and Toledo on the Siletz Secondary Highway, Oregon FAS 204.

Further study has been given the improvement proposed, as Section B (1) of this project, involving a bituminous surface treatment on the existing narrow, steep, and winding road, and we believe the work proposed is essentially a temporary expedient that would neither accomplish nor help to accomplish a permanent and substantial improvement. Accordingly, the proposed improvement is not satisfactory for participation with Federal Aid Secondary Funds.

Please advise if action on the project statement is still desired as covered in the last paragraph of our letter of November 30, 1939, above referred to.

Very truly yours,

W H Lynch

W. H. LYNCH,
District Engineer.

RECEIVED
DEC 14 1939
FOR FILING

FAS 204-R-1

December 14, 1939

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

We have your letter of November 30, advising that, because of excessive curvature, heavy grades and narrow roadbed, you do not consider our proposed Siletz-Toledo Project, on the Siletz River Secondary Highway, a satisfactory project.

We realize, as you do, that the standards of alignment, grade and width obtaining on this section of highway are not such as we would provide today. However, the road is one which we cannot hope to reconstruct within ten, fifteen, or even twenty years.

The reconstruction of the section would cost approximately $350,000, an amount which, when other highway needs of the State are considered, could not be equitably allotted to it, except by extension of the work over a period of many years. The road carries too much traffic, and the dust hazard has become too great, to permit consideration of continued use of the road without surface treatment.

This project as proposed is estimated to cost $28,000. The annual amortization charge for construction to the better standard will equal the entire cost of the project as proposed within approximately one and one-half years. The major portion of the traffic at present is due to the harvest of the timber. We expect this traffic to continue for about ten years, after which it should shrink to a nominal amount commensurate with the proposed standard. The construction to the higher standard could not, with present funds, be accomplished within the period named, and in consequence such procedure would appear to be unwise and uneconomical.

We do not know what factors will control in your decision as to the eligibility of the project, but the project is a meritorious one, and one which should not be rejected on mere technicalities. It is a project which must be constructed. It is a project which, if constructed with federal cooperation, will release state funds to match other federal funds. The standards of alignment and grade are low, but not particularly out of line with the standards of many mountain roads serving like traffic.

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

Reconstruction to higher standards is not possible at this time. With an oiled surface such as proposed, reconstruction will not be necessary for many years, if at all, and there is no likelihood that reconstruction will be undertaken before the proposed surface improvement has served its full life.

In our opinion, the project as planned represents one of the most effective and most useful applications of federal aid secondary fundsthat is now in contemplation. We hope that you will find it possible to give it your approval.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:JK

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

EIVED
DEC 1 - 1939
E HIGHWAY COMMISSION

November 30, 1939

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Reference is made to proposed Oregon Federal Aid Secondary Highway Project No. FAS 204 for which the project statement was received October 9, 1939. Plans and specifications for section B (1), the Toledo-Siletz Section, providing for the construction of this project by the addition of about 2 inches of rock and an 0-9 oil treatment 18 ft. wide and 3/4-inch thick, are also referred to.

Several investigations or inspections have been made of this project which is located on an important State Secondary Highway carrying a traffic of between 350 and 400 vehicles per day, of which about 75 are trucks. It is also indicated that traffic on this road is increasing and is well above the traffic of interest for State Secondary and county roads in Lincoln County. Therefore, the route will undoubtedly qualify for inclusion in the Federal Aid Secondary System.

On the section proposed for improvement by the addition of the 2 inches of rock and 3/4-inch oil treatment our investigations and review disclose that in the eight miles involved there are 197 curves, or an average of a curve for each 200 ft. of distance. The total central angle is 4176°. Of these 197 curves, 35 are of 20° and 61 sharper than 20°, or 96 curves of 20° or more. Of these curves 14 are more than 50° curvature, two being 112°, or approximately 51 ft. radius.

There are also numerous steep grades up to 12%. It is also noted that in several instances very sharp curvature occurs at the top of short vertical curves so that the sight distance on this project is practically nil. The roadbed is not even 20 ft. in places and also over portions there are either inadequate ditches or none at all.

In view of the excessive curvature and steep grades, together with a roadbed width, which, in places, considering the topography, is less than that required for Federal Aid Secondary Roads, we do not believe the improvement proposed for Section B will provide a satisfactory project. The traffic using the project also indicates the same conclusion.

However, before making recommendation, if there is any additional information you desire to present, we will very gladly give it consideration.

Since the route is satisfactory for inclusion in the Federal Aid Secondary System, we are willing to recommend the project statement for approval if you so desire.

Very truly yours,

W. H. Lynch

W. H. LYNCH,
District Engineer.

CONTRACT# [redacted] 2391

30-4202 Pendleton-Pilot Rock Section
Pendleton-John Day Hwy. 1940

#2391

30-4202

RECEIVED
OCT 10 1941
FOR FILING

October 1st, 1941

COST ANALYSIS-FINAL REPORT
Pendleton-John Day Highway, Pendleton-Pilot Rock Section
Rogers Construction Co., Contractors
L. R. Chandler, Resident Engineer

Contract #2391

Prefix 30-4202

Item	Cost	Quantity	Unit Cost	Unit Bid	Gross Revenue
3/4"-½" Cr. Rock in S.P.	$3,369.30	2,258.4 Cu. Yd.	$1.49	$1.40	$3,161.76
½"-¼" " " " "	3,439.77	2,305.6 " "	1.49	1.40	3,227.84
¼"-10 Mesh " " "	1,790.28	1,200.0 " "	1.49	1.30	1,560.00
Clearing & Grubbing S.P. Sites	25.00	100%			100.00
Leveling S.P. Sites	30.54	100%			100.00
Woven Wire Fence	243.44	88.42 Rods	2.87	1.75	154.74
Gates in Stock Fence	40.00	2 Each	20.00	20.00	40.00
Stockpile Screen Rejects	19.95	79.8 Cu. Yd.	0.25	0.25	19.95
" Haul Adjustment	———	561.6 Yd. Mi.		0.07	- 39.31
	$8,958.28				$8,324.98

Total Cost	$8,958.28
Gross Revenue	8,324.98
Net Loss	$633.30

Net Loss Equals 7.6% of Gross Revenue

Pendleton-Pilot Rock Section

Detail of Cost

Labor:

Supervision	$441.80	
Labor	3,202.80	
State Industrial Accident Insurance	109.34	
Social Security & Unemployment Insurance	145.79	
		$3,899.73

Materials:

Woven Wire Fence	88.42 Rods at $0.47 per rod	$41.62	
Fence Posts	122 Each " 0.185	22.50	
Lumber for Stock Fence	500 Bd. Ft. at $20.00 per 1000 Bd. Ft.	5.00	
Hdwe. " " "		12.60	
Gates " " "	2 Each at 13.50	27.00	
			108.72

Equipment Rental, Supplies & Misc.:

Equipment Rental & Repairs	$2,247.24	
Hired Trucks (Not including gas or labor)	200.16	
Gas, Oil & Grease	1,270.01	
Small Tools, Supplies & Misc.	208.87	
Lumber (For Bunkers)	130.42	
Explosives	505.63	
Drill Bits	42.50	
Freight	12.00	
Overhead & Main Office 3%	249.75	
Bond	83.25	
		4,949.83
Total Cost		$8,958.28

Pendleton-Pilot Rock Section

Breakdown of Crushing Costs

	Cost	Quantity	Unit Cost
Move In & Set Up	$1,270.43	5,843.8 Cu. Yd.	$0.218
Drill & Shoot Quarry	1,091.03	" " "	0.187
Drag to Plant	962.30	" " "	0.165
Crush	2,849.95	" " "	0.488
Sub-Total	$6,173.71	5,843.8 Cu. Yd.	$1.058
Haul to Stockpile, Average 3.0 Mile Haul	$2,219.95	17,531.4 Yd. Mi.	$0.1266

Sizes & Quantities of Rock Produced

3/4"-1/2" Cr. Rock in Stockpile	2,258.4 Cu. Yd.
1/2"-1/4" " " " "	2,305.6 " "
1/4"-10 Mesh " " "	1,200.0 " "
1/4"-10 Mesh Screen Rejections in Stockpile	79.8 " "

Pendleton-Pilot Rock Section

REMARKS:

This was a "State Project" contract and consisted of the crushing and stockpiling of 6,000 cu. yd. of crushed rock and the construction of 88 rods of stock fence.

The contract was let November 13th, 1940; the contractor moved in on December 18th, started crushing operations January 5th, 1941 and finished on February 12th, 1941.

Crushing equipment consisted of a 28" gyratory crusher, a 3' cone crusher, a 3' x 10' scalper screen, a 4' x 12' three-deck shaker screen, one 80 h.p. Cummings diesel and one 120 h.p. cat diesel. Other equipment included a 1 cu. yd. hoist, light plant, a 210 compressor, one 4 cu. yd. truck, three 5 cu. yd. trucks and one pickup.

The small amount of aggregate in the contract tended to produce high set-up costs, and this was reflected in the crushing costs.

All crushing was done during the months of January and February and inclement weather slowed production considerably. The contractor had anticipated much higher production and had brought in sufficient trucks and equipment for this production, with the result that hauling costs were considerably higher than average.

F. H. Clymer
Cost Analyst

By . . C. E. Paulsen

RECEIVED
APR 12 1941
FOR FILING

30-4202

April 11, 1941

UNITED PACIFIC INSURANCE COMPANY
c/o Jo Stroyan, Local Agent
Board of Trade Building
Portland, Oregon

Gentlemen:

You are hereby notified that State Highway Contract No. 2391 for furnishing crushed rock in stock piles on the Pendleton-Pilot Rock Section of the Pendleton-John Day Highway, in Umatilla County, has been completed by the contractor, Rogers Construction Company, and that final settlement will be made by the state with said contractor on or after April 21, 1941.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is served upon you since you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractor in connection with this contract will be $5,324.98, including final payment, and that no force account work was performed therein. This contract was completed on February 22, 1941, and accepted by the Commission on April 3, 1941.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

NOTED
D. G. DeSart

DGD:MEL

Form E-1—5M—5-40

OREGON STATE HIGHWAY COMMISSION #10

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending March 8, 1941

Section Pendleton - Pilot Rock

Kind of work Rock Production

Highway Pendleton - John Day

Section prefix 30-4202

Contractor Rogers Construction Company

Contract number 2391

Date of contract November 13, 1940

Date of completion June 30, 1941

Date work started December 16, 1940

Estimated date of completion February 22, 1941

Amount of contract $ 8747.50

Per cent of time elapsed 50 %

Estimated cost of completed project, exclusive of engineering $ 9253.40

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date, $ 510., 96 %

Date project was completed February 22, 1941

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Sent off semi-final estimate Friday.

NOTED

RECEIVED
MAR 10 1941
DIVISION OFFICE
LA GRANDE

RECEIVED
MAR 11 19

115 of 229 days

Signed L. R. Chandler

Address Pendleton, Oregon

NOTED
VAN COY

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAV
Miles in project			15.81		
Miles partially completed			0		
Miles completed			0		
Total estimated quantities			6000.		
Estimated quantities moved or placed to date			6000.		
Average daily quantities			0		
Average daily quantities necessary to complete project on time			0		
Number shifts per day			0		
Hours per shift			0		
Average force on project for week			0		

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....,

Compressors ...., Bulldozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	"		
Tuesday	Cloudy		
Wednesday	"		
Thursday	Fair		
Friday	"		
Saturday	"		

STATE PRINTING DEPT.

6

RECEIVED
JAN 2 1941
FOR FILING

30-4202

December 31, 1940

Union Oil Company of California
Chronicle Building
Spokane, Washington

Attention: L. R. Harbison

Gentlemen:

In reply to your letter of December 27, 1940, you are advised that Rogers Construction Company's contract, No. 2391, is for furnishing 6,000 cu. yds. crushed rock in stock piles on the Pendleton-Pilot Rock Section of the Pendleton-John Day Highway, in Umatilla County. The bond furnished in connection with this contract was written by the United Pacific Company for whom Jo Stroyan is agent with offices in the Board of Trade Building, Portland. The contract is in the amount of $6,747.50.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

DD:AM

1

Union Oil Company of California

CHRONICLE BUILDING
SPOKANE, WASHINGTON

RECEIVED
DEC 30 1940
OREGON
STATE HIGHWAY COMMISSION

December 27, 1940

Oregon State Highway Commission
Salem
Oregon

Gentlemen:

It is our understanding that Rogers Brothers Construction Company was the successful bidder on Oregon State Job #2391.

As we anticipate supplying petroleum products on this operation, we are interested in having a complete description of the contract, the job number, the name of the bonding company, its agent and his address, and the amount of the job.

Will you please furnish us with this information? Here is a business reply envelope for your convenience.

Thank you.

Yours very truly,

UNION OIL COMPANY OF CALIFORNIA

T. J. FAHAY
District Credit Supervisor

By L R Harbison

LRH:JB
Encl.

FORM 401 SPO 12-39 6500

RECEIVED
DEC 10 1940
FOR FILING

30-4202

December 9, 1940

Rogers Construction Company
Box C4
Dayton, Washington

Gentlemen:

We are sending you today by express a fully executed copy of Contract No. 2391 which was awarded to you on November 13, 1940, by the State Highway Commission, for rock production on the Pendleton-Pilot Rock Section of the Pendleton-John Day Highway in Umatilla County. This copy is for your records and files.

We are also sending an executed copy to the surety on your bond.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

RS

RECEIVED
NOV 18 1940
FOR FILING

30-4207

November 16, 1940

DAYTON CONSTRUCTION COMPANY
Box C-4
Dayton, Washington

Gentlemen:

We are sending you today by express four copies of Contract No. 2391 which was awarded to you by the State Highway Commission on November 13, 1940, covering the furnishing of crushed rock in steel pi;es on the Pendleton-John Day Highway, in Umatilla County, known as the Pendleton-Pilot Rock Rock Production Project.

Kindly execute all four copies of this contract as to agreement and bond and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 6 (page 15) of the printed General Provisions, relating to the Workmen's Compensation Act. You are expected to accept the terms of this act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the paragraph on the same page, relating to payment by the contractor of amounts due hospital associations, etc.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

MEL

a

RECEIVED [illegible]

30-4202.

November 14, 1940

Rogers Construction Co.
Dayton, Washington

Gentlemen:

The State Highway Commission on November 13, 1940, awarded you the contract for the Pendleton-Pilot Rock Rock Production Project on the Pendleton-John Day Highway, in Umatilla County. This award was based on your low bid of $6,747.50 submitted on that date.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

[illegible]

cc- S. H. Probert
C. S. Paxson

CONTRACT# [redacted] 2392

5-B-1 Minam Hill Viaduct
Wallowa Lake Highway 1940

#2392

RECEIVED
[illegible] 194[illegible]
FOR FILING

5-11-1

September 4, 1942

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Will you please furnish four copies each of the customary excerpts from the Commission's minutes regarding extensions of time granted the Colonial Construction Company in connection with contracts Nos. 2372 and 2392 to accompany the final voucher for Oregon FAP 5-B (1), the Pollett Ranch-Gold Canyon section of the Wallowa Lake Highway.

Very truly yours,

W. E. LYNCH
District Engineer

Sent 9/14/42
See file Cont. #2372

EXCERPT FROM MINUTES OF MEETING ON SEPTEMBER 5, 1941

OF THE OREGON STATE HIGHWAY COMMISSION

Colonial Construction Company, contract No. 2392, for construction of a viaduct and masonry walls on the Minam Hill Section of the Wallowa Lake Highway, in Union County, requested an extension of time of fifteen days, from July 31 to August 15, 1941, within which to complete this job. It attributed its failure to complete the project within the specified time limit to adverse weather conditions, and difficulty in securing skilled labor, particularly carpenters and stone masons. The Engineer advised that this contract was awarded on November 13, 1940, but work on the structure was not commenced until February 18, 1941; further, that, in his estimation, the contract could have been completed within the specified time limit had the work been started sooner. He recommended, in view thereof, that the extension of time requested be granted, but that the contractor be required to reimburse the state for extra engineering expense incurred subsequent to the specified completion date. A letter was presented from the Public Roads Administration concurring therein. The Commission approved the recommendation.

RECEIVED
DEC - 6 1941
FOR FILING

5-B-1

December 6, 1941

United Pacific Insurance Co.
Jo Stroyan
Board of Trade Building
Portland, Oregon

Gentlemen:

You are hereby notified that state highway contract No. 2392 for work on the Minam Hill Viaduct on the Wallowa Lake Highway, in Union County, has been completed by the contractor, Colonial Construction Company, and that final settlement will be made on or after December 16, 1941.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is served upon you since you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractor in connection with this contract will be $20,054.03, including final payment, and that no force account work was performed therein. This contract was completed on August 14, 1941, and accepted by the Commission on September 5, 1941.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

[illegible]

NOTED
D. C. DeSart

RECEIVED
OCT 10 1941
FOR FILING

5-B-1

October 9, 1941

Colonial Construction Company
W. 326 First Avenue
Spokane, Washington

Gentlemen:

The State Highway Commission, at its meeting on September 5, 1941, granted your request for an extension of time from July 31 to August 15, 1941, in connection with contract No. 2392, for construction of a viaduct and masonry walls on the Minam Hill Section of the Wallowa Lake Highway, in Union County, subject to the condition that you reimburse the state for extra engineering expense incurred subsequent to the specified date of completion.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

[illegible]

cc - W. C. Williams

RECEIVED
OCT - 3 1941

R

5-B-1

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 2, 1941

Subject:

To: Mr. H. B. Glaisyer
Secretary
Office

Dear Sir:

For your information, Colonial Construction Company completed the work on Contract 2392, Minam Hill Viaduct on the Wallowa Lake Highway in Union County, on August 14, 1941. Will you please secure authority from the Commission to pay the final estimate on this job.

The specified completion date for the work was July 31. We are arranging with the contractor to present his request for time extension. This will be forwarded to you for presentation to the Commission as soon as it is received in this office.

Yours very truly,

G. S. Paxson
Bridge Engineer

By W A Reeves

W. A. Reeves
Bridge Office Engineer

CAG MJ
cc - C. A. Gardner

APPROVED BY HIGHWAY COMMISSION
DATE Sept 5, 1941
H B Glaisyer
Secretary

FORM 5-A-1 5M 5-39

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
HURON W. CLOUGH, CANYONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

C. B. McCULLOUGH
ASSISTANT STATE HIGHWAY ENGINEER
SALEM

a

RECEIVED
FEB 21 1941
STATE HIGHWAY COMMISSION

OREGON STATE HIGHWAY COMMISSION

FA 5-B

La Grande Oregon
February 20, 1941

Start of Minam Hill Viaduct
FA 5-B (1)

REPLY PLEASE REFER TO FILE NO.

W. H. Lynch, Dist. Engineer
Public Roads Administration
Portland Oregon

NOTED
Asst. State Highway Engineer

Dear Sir,

Work started on the Minam Hill Viaduct on February 19, 1941. Colonial Construction Contractor, Contract No. 2392, Prefix 31-1110. FA 5-B (1).

Very truly yours,

E V Chidsey
E. V. Chidsey
Resident Engineer

CC R. H. Baldock ✓
G. S. Paxson
W. C. Williams

9

RECEIVED
FEB 11 1941
FOR FILING

5-15-1

February 10, 1941

Mr. Wm. P. Cassell
Special Agent
NATIONAL UNION FIRE INSURANCE COMPANY
1258 Empire Building
Seattle, Washington

Dear Sir:

This will acknowledge receipt of your letter of February 8 requesting the name of the contractor performing work for the State Highway Commission between Elgin and Minam, Oregon.

We presume that you have reference to the construction of a concrete viaduct on the Minam Hill Section of the Wallowa Lake Highway, in Union County. This work is being performed by Colonial Construction Company, West 326 First Avenue, Spokane, Washington, under Contract No. 2392, the surety bond for which was furnished by the United Pacific Insurance Company through their local agent Jo Stroyan, Board of Trade Building, Portland, and for whom J. E. McGovern-Carroll Company, Peyton Building, Spokane, are local agents.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

DOD:mbl

PROTECTION

NATIONAL UNION
FIRE INSURANCE CO.
INCORPORATED 1901
PITTSBURGH, PA.

PACIFIC DEPARTMENT
CHAS. A. COLVIN, MANAGER
340 PINE STREET
SAN FRANCISCO, CALIF.

SEATTLE OFFICE
WM. P. CASSELL, SPECIAL AGENT
1258 EMPIRE BUILDING
PHONE EL. 2844
SEATTLE, WASHINGTON

Feby. 8, 1941

Highway Department
Salem
Oregon

Gentlemen:

Will you please advise me the name of the contracting firm having the contract for road work between Elgin and Minan, Oregon, also the name of the bonding company executing their bond.

Thanking you for this information at an early date, I am

Yours sincerely,

W P Cassell
SPECIAL AGENT.

WPC/M

RECEIVED
DEC 4 1940
FOR FILING

5-B-1

December 3, 1940

Colonial Construction Co.
W. 326 First Avenue
Spokane, Wash.

Gentlemen:

We are forwarding to you by express today a fully executed copy of contract No. 2392, awarded to you on November 13, 1940, for the construction of the Minam Hill Viaduct on the Wallowa Lake Highway in Union County.

This copy is for your records and files.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

RS

Secretary

RECEIVED
DEC 4 1940
FOR FILING

5-15-41

December 3, 1940

United Pacific Insurance Co.
J. E. McGovern-Carroll Co.
Peyton Bldg.
Spokane, Wash.

Gentlemen:

We are sending to you by express today a fully executed copy of contract No. 2392, which was awarded to the Colonial Construction Company, W. 326 First Avenue, Spokane, Washington, on November 13, 1940, for the construction of the Minam Hill Viaduct on the Wallowa Lake Highway, in Union County.

This copy is being sent to you since you appear as surety on the bond and is for your records and files.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

RS

RECEIVED
NOV 18 1940
FOR FILING

5-B-1

November 16, 1940

COLONIAL CONSTRUCTION COMPANY
W. 326 First Avenue
Spokane, Washington

Gentlemen:

We are sending you today by express four copies of Contract No. 2392 which was awarded to you bythe State Highway Commission on November 13, covering the construction of the Minam Hill Viaduct on the Wallowa Lake Highway, in Union County.

Kindly execute all four copies of this contract as to agreement and bond and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 7, (page 13) of the printed General Provisions, relating to the Workmen's Compensation Act. You are expected to accept the terms of this act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the paragraph on the same page relating to payment by the contractor of amounts due hospital associations, etc.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

MBL

RECEIVED

November 14, 1940

Colonial Construction Co.
West 326 First Avenue
Spokane, Washington

Gentlemen:

The State Highway Commission on November 13, 1940, awarded you the contract for the Minam Hill Viaduct on the Wallowa Lake Highway, in Union County. This award was based on your low bid of $[illegible] submitted on that date.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

STATE HIGHWAY COMMISSION

By

AB

Secretary

cc - R. H. Baldock
G. S. Paxson

CONTRACT #2393

303-B-1 Barbur Blvd.-Boones Ferry Road 1940
Sec., W. Portland-Hubbard Hwy.
#2393

RECEIVED
FEB 6 - 1945
FOR FILING

FAP 303 B(1)

February 6, 1945

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

In accord with the suggestion contained in your letter of February 3, 1945, we are enclosing herewith five copies of a request for release of Federal funds on Project No. FAP 303-B (1) to provide sufficient unobligated 1941 Federal Aid funds for the increased setup requested in our letter of January 17, for Project No. SN-FAP 171-B (1).

Very truly yours,

R. H. Baldock
State Highway Engineer

JWN:GS

Encl.

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND 8, OREG.

February 3, 1945

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The eight modifications of agreement requested in your letters of January 17, 1945, would require more than the amount of 1941 funds presently available, though payment of the final voucher received February 1, 1945, for Oregon FAP 303-B(1), Barbur Boulevard-Boone's Ferry Road Section of the Wilson River Highway, would release sufficient funds.

Unless you care to make a formal request for release of the balance from this project, it will be necessary to delay the recommendation of one of the larger modifications, SN-FAP 171-B(1), Scappoose-Multnomah County Line Section of the Columbia River Highway.

Request for release can be made in accordance with Mr. MacDonald's memorandum to District Engineers, dated February 9, 1937, copies of which were sent you February 25, 1937. This procedure is still in effect, though owing to organizational changes the sample form attached should be amended to show "Federal Works Administrator" instead of "Secretary" and my own title as "Division Engineer". We need five copies, only the original to carry an actual signature. This signature should be by someone qualified to sign the final voucher.

REFERRED TO
Probert
By Chief Engineer

What is this, all about?

Very truly yours,

W H Lynch
W. H. LYNCH
Division Engineer

RECEIVED
FEB - 1945
OREGON
STATE HIGHWAY COMMISSION

Copy sent to Probert

REQUEST FOR REDUCTION OF AMOUNT OF FEDERAL FUNDS

APPROVED FOR FEDERAL AID PROJECT NO. 303-B (1)

Whereas, the Highway Department of the State of Oregon executed a project agreement for the above project on the fourth (4th) day of April, 1941, which was approved by the Federal Works Administration on the fifteenth (15th) day of April, 1941; and

Whereas, the Highway Department has completed the said project at a cost of $71,858.03, of which the Federal pro rata share claimed on the final voucher submitted herewith is $43,827.00;

Now, therefore, request is hereby made that the authorized Federal pro rata share of $59,580.00 as provided in said project agreement be reduced to $43,827.00, and that the Federal funds thus released be made available for other projects.

Oregon State Highway Department

By R. H. Baldock
(State Highway Engineer)

Approval Recommended:

(Division Engineer)

Approved:

(Chief Accountant)
Public Roads Administration

RECEIVED
JUN 29 [illegible]
FOR FILES

303-B-1

June 28, 1943

Great American Indemnity Company
Harvey Wells-Reed Insurance
Failing Building
Portland, Oregon

Gentlemen:

The State Highway Commission at its meeting on June 16, 1943, had under consideration the termination of its contract with Jacobsen-Jensen Company for the grading and surfacing of the Barbur Blvd.-Boones Ferry Road Section of the West Portland-Hubbard Highway, in Multnomah, Washington and Clackamas Counties.

Following discussion of the matter and careful consideration of the facts involved, the Commission, by unanimous vote, terminated this contract and declared it completed as of November 26, 1941.

The Commission thereupon signed an agreement with the Jacobsen-Jensen Company covering the matter. I am enclosing an executed copy of the agreement for your records and files, in view of the fact that the Great American Indemnity Company appears as surety on the bond furnished by Jacobsen-Jensen County in connection with this job.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:RS

RECEIVED
[illegible]
FOR FILING

203-B-1

June 22, 1943

Jacobsen & Jensen Co.
517 N. E. Stanton
Portland, Oregon

Gentlemen:

I am handing you herewith an executed copy of an agreement between yourself and the State Highway Commission relative to the termination of your contract #2393, for grading and surfacing of the Barbur Boulevard-Boone Ferry Road Section of the West Portland-Hubbard Highway in Multnomah County.

Yours very truly,

Secretary

HEG:EB

OREGON STATE HIGHWAY COMMISSION

303-K-1

[redacted]
June 22, 1943

Mr. C. B. McCullough

Dear Sir:

I am handing you herewith five executed copies of an agreement between the State Highway Commission and the Jacobsen-Jensen Company approving the termination of contract #2393 for grading and surfacing of two sections of the West Portland-Hubbard Highway. Also two copies of the final monthly estimate # 11.

Termination of the contract was approved by the State Highway Commission June 16, 1943, at which time the Commission signed the agreements, ~~the attached copies, and have further recommended the monthly estimate be signed by Mr. Baldock.~~

I have retained the original for the State Highway Commission's records and files and I have sent an executed copy to the Jacobsen-Jensen Company.

Yours very truly,

HBG:EB

Secretary

Form E-1—5M—4-42

3--B-1

✓

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending May 15, 1943

Section Barbur Blv'd-Boones Ferry Road

Kind of work Grading & Surfacing

Highway West Portland-Hubbard

Section prefix 26-1044

Contractor Jacobsen-Jensen Company

Contract number 2393

Date of contract November 28, 1940

Date of completion August 31, 1941

Date work started December 3, 1940

Estimated date of completion ...., 19....

Amount of contract . . . . $ 88,792.50

Per cent of time elapsed ....%

Estimated cost of completed project, exclusive of engineering . . . . $............

Per cent of contract completed, based on total contract price . . . .%

Engineering cost to date, $ 7,660.22, 144 %

Date project was completed ...., 19....

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Finished the semi-final estimate and sent it to Division Office. May 11, 1943.

NOTED
E. M. Bo

Signed R. B

Address Box 4644, Portland, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	3.55	3.55			
Miles partially completed					
Miles completed					
Total estimated quantities	208,000 Cy	30,700 Ton			
Estimated quantities moved or placed to date	179,615 "	21,208 "			
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County,....%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants........

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear		
Monday	Showers		
Tuesday	Pt.Cloudy		
Wednesday	Clear		
Thursday	"		
Friday	Cloudy		
Saturday	"		

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303-B-1

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM	X	ORDINARY	
DAY LETTER		URGENT RATE	
SERIAL		DEFERRED	
OVERNIGHT TELEGRAM		NIGHT LETTER	
SPECIAL SERVICE		SHIP RADIOGRAM	

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

COPY OF
WESTERN UNION TELEGRAM

SALEM, OREGON
OCTOBER 30, 1942

W. H. LYNCH, DISTRICT ENGINEER
PUBLIC ROADS ADMINISTRATION
PORTLAND, OREGON

RE LETTER OF OCTOBER 21, PROJECT 303-B (1) REQUIRES ONLY ONE MONTH'S WORK TO COMPLETE AT COST OF $80,000. CONTRACTOR HAS BEEN GRANTED SEVERAL EXTENSIONS OF TIME SO AS NOT TO INTERFERE WITH HIS ARMY CONTRACTS. SUGGEST DEPARTMENT BE ALLOWED TO FINISH THIS JOB AT SUCH TIME AS CONTRACTOR HAS EQUIPMENT AVAILABLE. BELIEVE IT PRACTICAL FOR CONTRACTOR TO USE THIS AS FILL-IN JOB AND COMPLETE IT NEXT SUMMER WITHOUT INTERFERENCE WITH WAR EFFORT. THIS WILL AVOID COMPLICATED SETTLEMENT. FAS 73-A (1) WAS ALSO SUSPENDED FOR PRESENT SEASON TO ENABLE CONTRACTOR TO CONCENTRATE ON ACCESS ROADS. HE CAN USE THIS PROJECT AS FILL-IN DURING COMING SUMMER AND COMPLETE IT WITHOUT INTERFERENCE WITH WAR EFFORT. HE HAS ROCK CRUSHED AND STOCKPILED FOR SURFACING SO THAT FEW REPAIR PATCHES REQUIRED. NUMBER OF LOGGING TRUCKS ON THIS ROAD DAILY. SUGGEST TIME BE EXTENDED ON THIS PROJECT UNTIL NEXT YEAR AND COMPLETE WHEN CONTRACTOR HAS EQUIPMENT NOT ENGAGED IN WAR CONTRACTS.

R. H. BALDOCK

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

303-B-1

October 26, 1942

NOTED

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to previous correspondence concerning the possibility of deferring any projects now under construction because of the shortage of critical materials, manpower and equipment.

We have been asked to determine if your department would have any objection to deferring construction of Federal Aid Projects 303-B (1), Barbur Blvd.-Boones Ferry Road Section of the West Portland-Hubbard Highway, and FAS 73-A (1), Banzer Bridge-Mist Section of the Nehalem Highway.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

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OCT 27 1942
STATE HIGHWAY COMMISSION

For Files

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303-B-1

COPY

September 29th, 1942

Jacobsen-Jensen Company
General Contractors
517 N. E. Stanton Street
Portland, Oregon

Attention: Mr. K. F. Jacobsen, President.

Dear Sir:

In compliance with your request of September 3rd, accompanied by the consent of your bonding company, this is your authority to suspend operations and delay finishing on the Barbur Boulevard-Boones Ferry Road Section of the West Portland-Hubbard Highway, Contract No. 2393, Oregon FAP 303-B (1), until the spring of 1943.

This is made necessary by the increase in work which has been granted you at the Umatilla Ordnance Depot, making it impossible for you to move back to the Barbur Boulevard-Boones Ferry Road project.

Very truly yours,

R. H. Baldock
Chief Engineer

R

cc to: W. H. Lynch
H. G. Smith

(letter from Jacobsen-Jensen Company filed in contract)

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303-B-1

June 2nd, 1942

Jacobson & Jensen Company
517 N. E. Stanton
Portland, Oregon

Gentlemen:

I wish to call your attention to the desirability of completing the Barbur Blvd.-Boone's Ferry Road Section as soon as weather conditions will permit.

I realize there is only a small amount of work remaining to be done and that weather conditions have not been favorable as yet for completing the work, but I wish to warn you against taking so much other work that this work cannot be completed, as I must insist that it be finished during the current season.

Very truly yours,

R. H. BALDOCK
CHIEF ENGINEER

B

cc to: N. G. Smith

RECEIVED
1941

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

303-B-1

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

Stencil No. 124

IN YOUR REPLY PLEASE
REFER TO FILE No. Oregon FAP 303-B (1)
Barbur Blvd.-Boones Ferry Rd.
W. Portland-Hubbard Highway

May 7, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the __________________ project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Sr. Highway Engineer

Encls.

Jon

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February 5, 1942

Jacobsen-Jensen Company
517 N. E. Stanton
Portland, Oregon

Gentlemen:

The State Highway Commission, at its meeting on January 21, 1942, granted you the extension of time requested, from August 31, 1941, to July 1, 1942, without penalty, in connection with state highway contract No.2393 for grading and surfacing the Barbur Boulevard-Boones Ferry Section of the West Portland-Hubbard Highway, in Multnomah, Washington and Clackamas Counties.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

AM

cc - Mr. W. C. Williams

303-B-1

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1941

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

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MAY 8 - 1941

POST OFFICE BUILDING
PORTLAND, OREGON

Stencil No. 124

IN YOUR REPLY PLEASE
REFER TO FILE No. Oregon FAP 303-B (1)
Barbur Blvd.-Boones Ferry Rd.
W. Portland-Hubbard Highway

May 7, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the ____________________ project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By LJCaufield
L. J. Caufield
Sr. Highway Engineer

Encls.

Jcm

wa4, Pr-9914

Form P. R. 2
State Oregon
Federal Aid Project No. 305-B(1)

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 4th day of April, 1941

by and between the Oregon State Highway Commission, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Federal Works Administrator, hereinafter called the Administrator, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 7th day of October, 1939, a project statement, which was approved on the 31st day of October, 1939, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated for the administration of the Federal Highway Act, has furnished surveys, plans, specifications, and estimates for Section B(1) of said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 20th day of October 1940; and

Whereas the Administrator has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of fifty-nine thousand, five hundred eighty and no/100 dollars ($59,580.00) as the share of the United States payable under said act on account of Section B(1) of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Administrator do hereby mutually agree as follows:

16—11379

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

Article I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 329, laws 1929.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources
(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

Article II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 4+00 in the NW 1/4 of Sec. 31, T. 1 S., R. 1 E., W. M., at a connection with Federal-aid Route 9, and survey station 207+00 in the SE 1/4 of Sec. 13, T. 2 S., R. 1 W., W. M. (excepting that portion from stations 147+44 to 163+01), length 3.547 miles, in Multnomah, Washington and Clackamas Count~~y~~ies, being Section B(1) of Oregon Federal Aid project No. 303, consisting of 3.547 miles of roadway and no bridge of more than 20 feet clear span, ~~of a mile in lengt~~h.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Administrator or his agents, and in accordance with the laws of said State, the rules and regulations of the Administrator, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Administrator or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Administrator, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section 2(1) of said project shall not in any event exceed the sum of fifty-nine thousand, five hundred eighty and no/100 dollars ($59,580.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of ninety-seven thousand, six hundred seventy-one and 75/100 dollars ($97,671.75), the approved total estimated cost of Section 2(1) of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Administrator shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon

(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Administrator after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

The Administrator reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 529, laws 1939.

(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Administrator on the ________ day of APR 15 1941, 19__

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell
Chairman, State Highway Commission
(Title of officer)

By ________
Member, State Highway Commission
(Title of officer)

By Herman Oliver
Member, State Highway Commission
(Title of officer)

By ________
____
(Title of officer)

By ________
____
(Title of officer)

FEDERAL WORKS ADMINISTRATOR,

By H. J. O'Leary
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—11379

Form PR. 3—Revised

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Agency as Federal Aid Project No. 303-B(1) State of Oregon

Second. That in accordance with said provisions I have approved the sum of $97,671.75 as the total estimated cost of said project, and the sum of $59,500.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this ______ day of ______
one thousand nine hundred and APR 15 1941

Federal Works Administrator,

By H.J. O'Leary
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—10120

303-B-1

(Stencil #28)

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APR 9 1941

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

STATE HIGHWAY COMMISSION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1
POST OFFICE BUILDING
PORTLAND, OREGON

IN YOUR REPLY PLEASE
REFER TO FILE No. Ore.FAP 303-B(1)
Barbur Boulevard-Boones Ferry
Road Sec.of West Portland-
Hubbard Hwy.

March 28, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem,Oregon

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature and return to this office.

Enclosed is an approved copy of the detail estimate, upon which the agreement was based, together with approved copy of specifications.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Sr. Highway Engineer

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FEB 24 1941
FOR FILING

303-B-1

February 21, 1941

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

Reference is made to the inquiry contained in your letter of February 17, 1941, concerning the non-participating grading work for a water tank to be done on the Barbur Boulevard-Boones Ferry Road Section, Project No. FAP 303-B (1).

The quantity involved in this work is so minor that no reduction was made in the agreement estimate quantity for excavation. However, the item will be excluded when the final voucher is submitted.

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dist. by J. W. Nash/ER

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

February 17, 1941

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STATE HI[illegible]

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Your early response is requested to the last paragraph of our January 29 letter, asking for your assurance that grading for a water tank will be eliminated from claims for Federal reimbursement on Oregon FAP 303-B (1).

Recommendation of the project agreement is being withheld pending receipt of the above.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

DEPT. OF HIGHWAYS
Rec'd FEB 18 1941

Refer

Noted

DAVIS
DINSMORE
MOCK
SHEARER
[illegible]
MacVICAR
TILLMAN
[illegible]
TURNBULL
[illegible]
[illegible]
[illegible]
STUNZ
[illegible]
BATES
FULLERTON
BLANCHARD
WELLER
MASSEY
JAYNE
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DEAVER
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FOR [illegible]

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

January 29, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are in receipt of your letter of January 17, 1941, transmitting the project agreement estimate for the Barbur Boulevard-Boones Ferry Road section, Project No. FAP 303-B (1).

In checking this estimate, we find an error in the total amount on the first sheet. The total is shown as $100,882.55 and it should be $10,000 less, or $90,882.55. This, in turn, changes the cost per mile and the summary. We have made necessary changes in the estimate, reducing Federal aid $6,100.00.

We note, also, that the item for grading in connection with the moving of a water tank has not been eliminated from the estimate in accordance with the request contained in the last paragraph of our October 28th letter authorizing advertisement. It appears that this may be impracticable because of the small amount of quantities involved in the item, in which case we will appreciate a letter to the effect that no claim will be made for reimbursement on vouchers.

Very truly yours,

W. H. LYNCH
District Engineer

By: L J Caufield
L. J. Caufield
Sr. Highway Engineer

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JAN 24 1941
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303-B-1

January 17, 1941

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

We are enclosing herewith seven copies of estimate as basis for project agreement for the Barbur Boulevard-Boones Ferry Road Section, Project No. FA 303-B (1).

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department Federal Aid Project No. 303-B (1)

BARBUR BLVD.-BOONES FERRY ROAD SECTION
OF THE WEST PORTLAND-HUBBARD HIGHWAY
IN MULTNOMAH, WASHINGTON AND CLACKAMAS COUNTIES

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, January 13, 1941

42' Roadway (Sta. 4+00 to 23+00) (Sta. 35+50 to 147+44)
(Sta. 163+01 to 207+00)

All Required		Clearing and Grubbing		$ 4,433.00
700	cu. yds.	Structural Excavation, Unclassified	$ 1.00	700.00
750	cu. yds.	Trench Excavation, Unclassified	1.00	750.00
186,000	cu. yds.	General Excavation, Common	0.13	24,180.00
18,000	cu. yds.	General Excavation, Solid Rock	0.60	10,800.00
87,000	yd. sta.	Overhaul	0.005	435.00
67,500	yd. mi.	Truck Haul	0.10	6,750.00
16,200	lin. ft.	Rounding Cutbanks	0.04	648.00
3.31	miles	Finishing Roadbed and Slopes	300.00	993.00
1,000	lin. ft.	8" Perf. Concrete Drain Pipe	0.70	700.00
1,200	lin. ft.	12" Corr. Metal Pipe	1.40	1,680.00
90	lin. ft.	18" Corr. Metal Pipe	2.00	180.00
1,280	lin. ft.	18" Concrete Pipe	2.30	2,944.00
120	lin. ft.	24" Concrete Pipe	3.20	384.00
100	lin. ft.	48" Concrete Pipe	7.00	700.00
160	cu. yds.	Rock or Gravel Backfill in Drains	2.00	320.00
55	cu. yds.	Class "A" Concrete	20.00	1,100.00
8,000	lbs.	Metal Reinforcement	0.06	480.00
27,000	tons	3" - 0" Gravel in Surfacing	0.75	20,250.00
1,700	tons	3/4" - 0" Material in Surfacing	1.70	2,890.00
230	cu. yds.	Filler	0.30	69.00
230	yd. mi.	Hauling Filler	0.15	34.50
320	M-gal.	Sprinkling	1.00	320.00
130	tons	Furnishing and Placing Aggregates	4.00	520.00
12	tons	Furnishing and Placing RT-8 Tar	30.00	360.00
			Subtotal	$ 82,620.50
			10% Engr. & Cont.	8,262.05
			Total	$ 100,882.55

Length 3.310 miles
Cost per mile $ 30,478.11

54' Roadway (Sta. 23+00 to 35+50)

All Required		Clearing and Grubbing		$ 317.00
150	cu. yds.	Structural Excavation, Unclassified	$ 1.00	150.00
20	cu. yds.	Trench Excavation, Unclassified	1.00	20.00
2,000	cu. yds.	General Excavation, Unclassified	0.13	260.00
125,000	yd. sta.	Overhaul	0.005	625.00
14,500	yd. mi.	Truck Haul	0.10	1,450.00
800	lin. ft.	Rounding Cutbanks	0.04	32.00
0.24	mile	Finishing Roadbed and Slopes	300.00	72.00
120	lin. ft.	18" Concrete Pipe	2.30	276.00
270	lin. ft.	30" Extra Strength Concrete Pipe	5.30	1,431.00
2,000	tons	3" - 0" Gravel in Surfacing	0.75	1,500.00
20	cu. yds.	Filler	0.30	6.00
20	yd. mi.	Hauling Filler	0.15	3.00
30	M-gal.	Sprinkling	1.00	30.00
		Subtotal		$ 6,172.00
		10% Engr. & Cont.		617.20
		Total		$ 6,789.20

Length 0.237 mile
Cost per mile $ 28,646.41

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	Federal Aid Funds	State Funds
42' Roadway	$ 100,882.55	$ 61,539.00	$ 39,343.55
54' Roadway	6,789.20	4,141.00	2,648.20
	$ 107,671.75	$ 65,680.00	$ 41,991.75

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

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303-B-1

December 19, 1940

Jacobsen-Jensen Company
517 N. E. Stanton
Portland, Oregon

Gentlemen:

We are forwarding to you today, by express, a fully executed copy of Contract No. 2393 which was awarded to you on November 28, 1940, for grading and surfacing the Barbur Boulevard-Boones Ferry Road Section of the West Portland-Hubbard Highway, in Multnomah, Washington and Clackamas Counties. This is for your records and files.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

M

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DEC 20 1940
FOR FILING

303-B-1

December 19, 1940

Great American Indemnity Company
Harvey Wells-Reed Insurance Agency
Failing Building
Portland, Oregon

Gentlemen:

We are forwarding to you today, by express, a fully executed copy of Contract No. 2393 which was awarded to Jacobsen-Jensen Company on November 28, 1940, for grading and surfacing the Barbur Boulevard-Boones Ferry Road Section of the West Portland-Hubbard Highway, in Multnomah, Washington and Clackamas County.

This is being forwarded to you inasmuch as you appear surety on the bond furnished by the contractor and is for your records and files.

Very truly yours,

STATE HIGHWAY COMMISSION

By

AM Secretary

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DEC 2 1940
FOR FILING

303-B-1

November 30, 1940

JACOBSEN-JENSEN COMPANY
517 N. E. Stanton
Portland, Oregon

Gentlemen:

We are sending you today by express four copies of Contract No. 2393 which was awarded to you by the State Highway Commission on November 28, 1940, covering the grading and surfacing of the Barbur Boulevard-Boones Ferry Road on the West Portland-Hubbard Highway, in Multnomah, Washington, and Clackamas Counties.

Kindly execute all four copies of this contract as to agreement and bond and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 6 (page 15) of the printed General provisions, relating to the Workmen's Compensation Act. You are expected to accept the terms of this act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the paragraph on the same page, realting to payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

MHL

NOTED
D. G. DeSart

RECEIVED
DEC 2 1940
FOR FILING

203-B-1

Cross Referenced To
Const
R/W
N. Portland-Hubbard

Salem, Oregon
November 29, 1940

Mr. E. A. Collier
Highway Division Engineer
9200 S. E. McLoughlin Blvd.
Portland, Oregon

Dear Sir:

Please note the enclosed copy of letter from Mr. DeSouza, concerning the buildings on the Sarah Agnes Young property, which are within the limits of the Barbur-Boulevard-Boones Ferry Road Project.

No special provision relative to these particular buildings is being added in the contract, as it is thought that the provisions already included relative to the moving of buildings gives us all required control. However, it will be necessary for you to instruct the resident engineer and the contractor to leave these buildings undisturbed until the condemnation suit is tried.

The contract for the project was awarded to the Jacobsen-Jensen Co. yesterday.

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

SHP:ER

Encl.

FORM E-30 REVISED 25M 1-40

RECEIVED
DEC 3 1940
FOR FILING

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 19, 1940

Subject: R 3645

NOTED
State Highway Engineer

To:

Mr. H. G. Smith
Construction Engineer
Office

Dear Sir:

Reference is made to the Sarah Agnes Young property on the Multnomah-Washington County Line Section of the West Portland-Hubbard Highway in the vicinity of Station 35. This property will necessitate condemnation proceedings and will involve the taking of the residence and other buildings.

It is Mr. Devers' desire that the buildings be not removed before the case is tried, and he has suggested that when the project is cleared and the contract awarded it be upon the specific provision that the contractor will not be permitted to take possession of the right of way and destroy or otherwise remove the buildings prior to May 1, 1941.

Yours very truly,

J. W. DeSOUZA
Assistant Attorney

JWD:AW
cc Mr. R. H. Baldock
Mr. S. H. Probert

REFERRED TO:
By Asst. State Highway Engineer

[illegible]

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DEC 2 1940
FOR FILING

STANDARD TIME INDICATED
RECEIVED AT
~~373~~ STATE STRE
PHONE 6060
SALEM - OR

TELEPHONE YOUR TELEGRAMS
TO POSTAL TELEGRAPH

Postal Telegraph

Mackay Radio · All America Cables · Commercial Cables · Canadian Pacific Telegraphs

(55)

THIS IS A FULL RATE TELEGRAM, CABLEGRAM OR RADIOGRAM UNLESS OTHERWISE INDICATED BY SYMBOL IN THE PREAMBLE OR IN THE ADDRESS OF THE MESSAGE. SYMBOLS DESIGNATING SERVICE SELECTED ARE OUTLINED IN THE COMPANY'S TARIFFS ON HAND AT EACH OFFICE AND ON FILE WITH REGULATORY AUTHORITIES.

Form 16

R22 28 GOVT DL=NX PORTLAND ORE 29 1150A

R H BALDOCK=

:STATE HIGHWAY ENGINEER SALEM ORE=

1940 NOV 29 AM 11 57

THIS WILL CONFIRM OUR VERBAL CONCURRENCE AS OF NOVEMBER 28 IN AWARD OF CONTRACT ON FEDERAL AID PROJECT 303-B(1) TO JACOBSEN-JENSEN COMPANY THE LOW BIDDERS=

LYNCH.

RECEIVED
DEC 2 1940
FOR FILING

28 303-B(1).

---

subject to the terms on back hereof, which are hereby agreed to

SALEM, OREGON
NOVEMBER 28, 1940

RECEIVED
DEC 2 1940
FOR FILING

W. H. LYNCH
DISTRICT ENGINEER
PUBLIC ROADS ADMINISTRATION
P. O. BOX 3900
PORTLAND, OREGON

RIGHTS OF WAY FOR PROJECT 303-B (1) ARE NOW ACQUIRED. MAY WE HAVE CONCURRENCE IN AWARD OF CONTRACT TODAY TO JACOBSEN-JENSEN COMPANY.

R. H. BALDOCK

Charge to the account of ______________________ $ ________

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM	✓	ORDINARY	
DAY LETTER		URGENT RATE	
SERIAL		DEFERRED	
NIGHT LETTER		NIGHT LETTER	
SPECIAL SERVICE		SHIP RADIOGRAM	

Patrons should check class of service desired, otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

1317-B

CHECK	
ACCOUNTING INFORMATION	
TIME FILED	

R. B. WHITE
PRESIDENT

NEWCOMB CARLTON
CHAIRMAN OF THE BOARD

J. C. WILLEVER
FIRST VICE-PRESIDENT

Send the following message, subject to the terms on back hereof, which are hereby agreed to

SALEM, OREGON
NOVEMBER 28, 1940

RECEIVED
DEC 2 1940
FOR FILING

W. H. LYNCH
DISTRICT ENGINEER
PUBLIC ROADS ADMINISTRATION
P. O. BOX 3100
PORTLAND, OREGON

RIGHTS OF WAY FOR PROJECT 303-C (2) ARE NOW ACQUIRED. MAY WE HAVE CONCURRENCE IN AWARD OF CONTRACT TODAY TO JACOBSEN-JENSEN COMPANY.

R. H. BALDOCK

RECEIVED

303-B-1

(5j)

November 28, 1940

Jacobson-Jensen Company
517 N. E. Stanton
Portland, Oregon

Gentlemen:

Confirming my telegram to you of this date, the State Highway Commission has today awarded you the contract for 3.55 miles grading and surfacing on the Barbur Boulevard-Boones Ferry Road Section of the West Portland-Hubbard Highway, in Multnomah, Washington and Clackamas Counties. This award was based on your low bid of $86,792.50 submitted on November 12, 1940.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

HBG:AM

Secretary

cc - S. H. Probert
G. E. Panson

M

TELEGRAM	ORDINARY
DAY LETTER	URGENT RATE
SERIAL	DEFERRED
NIGHT LETTER	NIGHT LETTER
SPECIAL SERVICE	SHIP RADIOGRAM

Patrons should check class of service desired, otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

1217-B

R. B. WHITE
PRESIDENT

NEWCOMB CARLTON
CHAIRMAN OF THE BOARD

J. C. WILLEVER
FIRST VICE-PRESIDENT

CHECK

ACCOUNTING INFORMATION

TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

SALEM OREGON
NOVEMBER 26 1940

JACOBSEN-JENSEN COMPANY
517 N. E. STANTON
PORTLAND OREGON

STATE HIGHWAY COMMISSION HAS TODAY AWARDED YOU CONTRACT FOR GRADING AND SURFACING BARBUR BOULEVARD-BOONES FERRY ROAD SECTION OF WEST PORTLAND-HUBBARD HIGHWAY BASED ON YOUR LOW BID SUBMITTED NOVEMBER 12 1940. CONTRACT FORMS FOLLOW SHORTLY

H B GLAISYER, SECRETARY
STATE HIGHWAY COMMISSION

File

---

is contingent on this item's being eleminated from the project agreement estimate when it is submitted.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

October 28, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S. & E. documents for Oregon Federal Aid Project No. 303-B (1), the Barbur Boulevard-Boones Ferry Road Section of the West Portland-Hubbard Highway, have today been recommended for approval, subject to final review and approval by the Commissioner of Public Roads. This is your authority for advertising.

Concurrence in award will be withheld until the right of way is secured.

On Page 5 provision is made for grading in connection with moving of a tank. This seems to be a right of way consideration and our recommendation for approval is contingent on this item's being eleminated from the project agreement estimate when it is submitted.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

October 23, 1940

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

We are enclosing herewith seven copies of estimate and three copies of right of way statement for the Barbur Boulevard-Boones Ferry Section, Project No. FA 303-B (1).

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

Encl.

Oregon State Highway Department   Federal Aid Project No. 303-B (1)

BARBUR BLVD.-BOONES FERRY ROAD SECTION
OF THE WEST PORTLAND-HUBBARD HIGHWAY
IN MULTNOMAH, WASHINGTON AND CLACKAMAS COUNTIES

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, October 23, 1940

42' Roadway (Sta. 4+90 to 23+00) (Sta. 35+50 to 147+44) (Sta. 163+01 to 207+90)

All Required		Clearing and Grubbing		$ 5,600.00
700	cu. yds.	Structural Excavation, Unclassified	$ 1.00	700.00
750	cu. yds.	Trench Excavation, Unclassified	1.00	750.00
186,000	cu. yds.	General Excavation, Common	.20	37,200.00
18,000	cu. yds.	General Excavation, Solid Rock	.75	13,500.00
87,000	yd. sta.	Overhaul	.01	870.00
67,500	yd. mi.	Truck Haul	.10	6,750.00
16,200	lin. ft.	Rounding Cutbanks	.08	1,296.00
3.31	miles	Finishing Roadbed and Slopes	300.00	993.00
1,000	lin. ft.	8" Perf. Concrete Drain Pipe	.80	800.00
1,200	lin. ft.	12" Corr. Metal Pipe	1.00	1,200.00
90	lin. ft.	18" Corr. Metal Pipe	2.00	180.00
1,280	lin. ft.	18" Concrete Pipe	2.00	2,560.00
120	lin. ft.	24" Concrete Pipe	3.00	360.00
100	lin. ft.	48" Concrete Pipe	7.00	700.00
160	cu. yds.	Rock or Gravel Backfill in Drains	2.00	320.00
55	cu. yds.	Class "A" Concrete	20.00	1,100.00
8,000	lbs.	Metal Reinforcement	.05	400.00
27,000	tons	3" - 0" Gravel in Surfacing	1.20	32,400.00
1,700	tons	3/4" - 0" Material in Surfacing	2.00	3,400.00
230	cu. yds.	Filler	.40	92.00
230	yd. mi.	Hauling Filler	.15	34.50
320	M-gal.	Sprinkling	1.50	480.00
130	tons	Furnishing and Placing Aggregates	4.00	520.00
12	tons	Furnishing and Placing RT-8 Tar	30.00	360.00
			Subtotal	$112,565.50
			10% Engr. & Cont.	11,256.55
			Total	$123,822.05

Length 3.310 miles
Cost per mile $ 37,438.68

54' Roadway (Sta. 23+00 to 35+50)

All Required		Clearing and Grubbing		$ 400.00
150	cu. yds.	Structural Excavation, Unclassified	$ 1.00	150.00
20	cu. yds.	Trench Excavation, Unclassified	1.00	20.00
2,000	cu. yds.	General Excavation, Unclassified	.20	400.00
125,000	yd. sta.	Overhaul	.01	1,250.00
14,500	yd. mi.	Truck Haul	.10	1,450.00
800	lin. ft.	Rounding Cutbanks	.08	64.00
0.24	mile	Finishing Roadbed and Slopes	300.00	72.00
120	lin. ft.	18" Concrete Pipe	2.00	240.00
270	lin. ft.	30" Extra Strength Concrete Pipe	5.00	1,350.00
2,000	tons	3" - 0" Gravel in Surfacing	1.20	2,400.00
20	cu. yds.	Filler	.40	8.00
20	yd. mi.	Hauling Filler	.15	3.00
30	M-gal.	Sprinkling	1.50	45.00
			Subtotal	$ 7,852.00
			10% Engr. & Cont.	785.20
			Total	$ 8,637.20

Length 0.237 mile
Cost per mile $ 36,443.88

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	Federal Aid Funds	State Funds
42' Roadway	$ 123,822.05	$ 75,531.00	$ 48,291.05
54' Roadway	8,637.20	5,269.00	3,368.20
	$ 132,459.25	$ 80,800.00	$ 51,659.25

BARBUR BLVD.-BOONES FERRY ROAD SECTION

PROJECT NO. FA 303-B (1)

While negotiations for right of way are in progress, twenty-nine parcels have not been acquired, nor has the right to occupy these parcels been secured, but it is now believed that all necessary right of way can be made fully available within eighteen days.

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

October 23, 1940

CONTRACT# [redacted] 2394

103-4204 Woodburn-Molalla-Silverton Rock
Production Project 1940

#2394

103-4204

R.H. Baldock

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FINAL COST ANALYSIS
Woodburn-Molalla-Silverton Section
The Pacific, Woodburn-Sandy, Cascade, Hillsboro-Silverton and Silver Creek Falls Highways

Contract 2394
A. S. Wallace, Contractor

Prefix 103-4204
H. S. Swart, Resident Engineer

Item	Cost	Quantity	Unit	Unit Cost	Unit Bid	Gross Revenue
1¼"-3/4" Cr. Rock in S.P.	$833.01	535.7	Cu. Yd.	$1.555	$1.55	$830.34
3/4"-½" " " " "	4,550.55	2,926.4	" "	1.555	1.55	4,535.92
½"-¼" " " " "	4,814.59	3,096.2	" "	1.555	1.55	4,799.11
¼"-0" " " " "	2,799.00	1,800.0	" "	1.555	1.55	2,790.00
Screen Rejection	196.88	787.5	" "	0.250	0.25	196.88
Haul Screen Rejection	45.36	630.0	Yd. Mi.	0.072	0.08	50.40
Haul Adjustment, State		881.5	" "		0.07	- 61.71
P. O. No. 12724:						
1¼"-0 Cr. Rock in S.P.	660.91	558.2	Cu. Yd.	1.184	1.25	697.75
Totals - State Project	$13,900.30					$13,838.69
Mat'ls. Crushed for E. H. Itschner (In Stockpile)	1,436.68	1,184.4	Cu. Yd.	1.213	1.40	1,658.16
Gross Total	$15,336.98					$15,496.85

Gross Revenue	$15,496.85
Total Cost	15,336.98
Net Profit	$159.87

Net Profit Equals 1.03% of Gross Revenue

NOT
State Highway Engineer

a

Woodburn-Molalla-Silverton

Analysis of Costs

Item	Cost	Quantity	Unit	Unit Cost
Move In from Roseburg	$ 594.06	10,888.4	Cu. Yd.	$0.055
Set Up Plant	923.99	"	" "	0.085
Load in Quarry	1,127.01	"	" "	0.104
Haul to Crusher	741.71	"	" "	0.068
Plant Operation	3,781.73	"	" "	0.347
Haul to Stockpiles	4,758.07	"	" "	0.437
Stockpiling	499.21	"	" "	0.046
Royalty on Rock (Includes Drilling and Blasting)	2,911.20	"	" "	0.300
	$15,336.98	10,888.4	Cu. Yd.	$1.442

Note: No royalty paid on 1,184.4 cu. yds. as this was crushed and hauled for E. H. Itschner, owner of the quarry.

Woodburn-Molalla-Silverton

Detail of Cost

Labor:		
Supervision	$248.00	
Labor	3,474.45	
State Industrial Accident Insurance	312.71	
Social Security & Unemployment Insurance	148.90	
		$4,184.06
Materials:		
Royalty on Rock (Includes Drilling & Shooting)	$2,911.20	
		2,911.20
Equipment Rental & Misc. Supplies:		
Equipment Rental (Including Repairs)	$3,744.00	
Hired Trucks	1,824.90	
Lumber	420.00	
Cost of Belts	120.00	
Miscellaneous Supplies	319.40	
Gasoline, Oil and Grease	1,298.67	
Bond	91.84	
Office & Overhead	423.85	
		8,242.66
Total Cost		$15,337.92

a

Woodburn-Molalla-Silverton Rock Production

This contract was awarded to A. S. Wallace on November 28th, 1940.

Wallace began moving from Roseburg to the Itschner quarry, which is located one (1) mile north of the Cascade Highway at mile point 33.6, on February 4th, 1941. His plant was completely set up and ready for production on February 19th, 1941. The contract was completed on March 13th, 1941.

The following equipment was used by the contractor on this project: 1 - 3/4 cu. yd. Bucyrus-Erie shovel, 1 - 200 h.p. Atlas Imperial diesel motor, 1 - 3' x 8' single deck shaker screen, 1 - 4' x 12' double deck vibratory screen, 1 - 4' x 15' double deck vibratory screen, 1 - 36" Telesmith gyratory crusher, 1 - 20" x 36" jaw crusher, 1 - 30" x 18" rolls crusher, 13 - 4 cu. yd. trucks.

The quarry was quite wet when production was started, and the rock required cleaning. The contractor began washing the rock, but after several hours of operation the water supply was exhausted, and this method of cleaning could no longer be used, so instead, a two (2) inch mesh screen on a 3' x 8' shaker was used behind the primary crusher to scalp out and clean the small and unsuitable material from the rock. This method of cleaning and scalping proved very satisfactory and approximately 10% of the material run through the primary crusher was scalped out in this operation.

The haul from quarry to crusher was approximately 300 feet, and two (2) trucks were used in this operation.

A very small profit was made by Mr. Wallace, and had there been no extra work he would have suffered a loss. Mr. Wallace did not look at the project before submitting his bid, nor did he read the specifications too well, and he was under the impression that he was bidding on crushed gravel. In view of these circumstances and also the thirty-cent royalty which he had to pay for his rock his bid was too low. His efficient supervision and organization kept the operating costs to a minimum and was a major factor in the success of the job.

An average production of 30 cu. yds. per hour was maintained throughout the job.

E. H. Clymer
Cost Analyst

By . . A. C. Vincent

a

RECEIVED
MAY 21 1941
FOR FILING

103-4204

May 20, 1941

United States Fidelity & Guaranty Co.
Raymond C. Weiss
Bedell Building
Portland, Oregon

Dear Sirs:

You are hereby notified that State Highway contract No. 2394 for work on the Woodburn-Molalla-Silverton Section of the Pacific and Four Secondary Highways, in Clackamas and Marion Counties, has been completed by the contractor, A. S. Wallace, Roseburg, and that final settlement will be made on or after May 31st.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is served upon you since you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractor in connection with this contract will be $13,140.94 and that no force account work was performed therein. This contract was completed on March 13, 1941 and accepted by the Commission on April 3, 1941.

Yours very truly,

STATE HIGHWAY COMMISSION

By

OA Secretary

NOTED
D. G. DeSart

a

1

Form H-1-5M-10-40

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

FINAL REPORT

For Week Ending May 10, 19 41

Section Woodburn-Molalla-Silverton

Kind of work Rock Production

Highway State

Section prefix 103-4204

Contractor A. S. Wallace

Contract number 2394

NOTED
H. N. [illegible]ACKETT

Date of contract November 28, 19 40

Date of completion May 31, 19 41

Date work started February 5, 19 41

Estimated date of completion ..., 19...

Amount of contract $ 12,245.00

Per cent of time elapsed 100.0 %

Estimated cost of completed project, exclusive of engineering $ 13,430.66

Per cent of contract completed, based on total contract price 100.0 %

Engineering cost to date, $ 600.45, 4.47 %

Date project was completed March 13, 1941

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The Semi Final Estimate was completed and submitted to the Division Office on Wednesday May 7th.

RECEIVED
MAY 12 1941
OFFICE OF
DIVISION ENGINEER

NOTED
RAY WEBBER

NOTED
[illegible]

RECEIVED
MAY 12 1941
OFFICE OF
CONSTRUCTION ENGINEER

Signed

Address Salem, Oregon.

NOTED
VAN SCOY

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....,

Compressors ...., Bulldozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

STATE PRINTING DEPT.

RECEIVED
MAR 2[illegible] 1941
FOR FILING

103-4204

March 21, 1941

United States Fidelity & Guaranty Co.
Raymond C. Weiss
Bedell Building
Portland, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to A. S. Wallace, Roseburg, on contract No. 2394 for 7,900 cu. yd. crushed rock in stock piles, Woodburn-Molalla-Silverton Section on Pacific Highway and four secondaries, in Clackamas & Marion Counties. This payment in the amount of $10,148.62 will be made on or after March 31, 1941. The retained percentage is $918.38.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Kindly acknowledge receipt of this letter.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

By

OA

Secretary

RECEIVED
MAR [illegible] 1941
[illegible]

103-4204

March 15, 1941

U. S. National Bank of Portland
Roseburg Branch
Roseburg, Oregon

Attention E. S. McClain, Manager

Gentlemen:

This will acknowledge receipt of your letter of March 14 requesting information on Mr. A. S. Wallace's contract, No. 2394, for the furnishing of crushed rock in stock piles on the Woodburn-Molalla-Silverton Rock Production Project, in Clackamas and Marion Counties.

This contract was in the amount of $12,245.00, and our weekly engineer's report for the week ending March 8 shows this work approximately 94% completed. It is very probable that the job is completed at this time and also possible that the quantity of rock in stock piles may overrun the original contract and that there may be approximately $13,000.00 due at this time.

We expect an estimate from the field within about two weeks and if you wish more definite information we can furnish it to you at that time.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

DGD:mhl

NOTED
D. G. DeSart

RECEIVED
MAR 15 1941
[illegible]

HEAD OFFICE

ESTABLISHED 1891

THE UNITED STATES NATIONAL BANK
OF PORTLAND, OREGON

CABLE ADDRESS:
"UNITBANK"

ROSEBURG BRANCH
ROSEBURG, OREGON

March 14, 1941

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

In reply to an inquiry addressed to you last August you were kind enough to furnish us with a current summary of work done by A. S. Wallace upon which settlement was yet to be made by the Commission. In a conversation today, Mr. Wallace has advised us that he has completed his job up near Sandy in the Clackmas area, and has in the neighborhood of $13,000 due from the State upon that job. It will be appreciated if we might have some confirmation of this approximate amount from your office.

Yours very truly,

E. S. McClain
Manager

ESM:PT
Encl.

RECEIVED
DEC 20 1940
FOR FILING

103-4204

December 19, 1940

Mr. A. S. Wallace
Roseburg, Oregon

Dear Sir:

We are forwarding to you today, by express, a fully executed copy of Contract No. 2394 which was awarded to you on November 28, 1940, for the Woodburn-Molalla-Silverton Rock Production Project, in Clackamas and Marion Counties. This is for your records and files.

Very truly yours,

STATE HIGHWAY COMMISSION

By

DD:AM

Secretary

RECEIVED
DEC 20 1940
FOR FILING

103-4204

December 19, 1940

United States Fidelity & Guaranty Co.
Raymond C. Weiss, Agent
Bedell Building
Portland, Oregon

Gentlemen:

We are forwarding to you today, by express, a fully executed copy of Contract No. 2394 which was awarded to A. S. Wallace on November 28, 1940, for the Woodburn-Molalla-Silverton Rock Production Project, in Clackamas and Marion Counties.

This is being forwarded to you inasmuch as you appear surety on the bond furnished by the contractor and is for your records and files.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

DD:AM

RECEIVED
DEC 2 1940
FOR FILING

1?-4204

November 30, 1940

Mr. A. S. Wallace
Roseburg, Oregon

Dear Sir:

We are sending you today by express four copies of each of the following contracts which were awarded to you by the State Highway Commission on November 28, 1940!

→ CONTRACT NO. 2394 - Woodburn-Molalla-Silverton Rock Production Project, in Clackamas and Marion Counties

CONTRACT NO. 2395 - Rock production of the Millican-Brothers Section of the Central Oregon Highway, in Deschutes County

Kindly execute all four copies of each of these contracts and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you for your records and files. We will also send an executed copy of each contract to the surety on your bonds.

Your special attention is called to the paragraph under Section 6 (page 15) of the printed General Provisions, relating to the Workmen's Compensation Act. You are expected to accept the terms of this act and to carry on your work under this contract in strict conformance thereto.

Your attention is a;so called to the paragraph on the same page, relating to payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

MBL

NOTED
D. G. DeSart

RECEIVED
MAR 6 - 1941
FOR FILING

103-4204

November 26, 1940

Mr. A. G. Wallace
1249 Harrison St.
Roseburg, Oregon

Dear Sir:

Confirming my telegram to you of this date, the State Highway Commission has today awarded you the contracts for the Woodburn-Molalla-Silverton Rock Production Project in Clackamas and Marion Counties, based on your low bid of $12,245.00 submitted on November 13, 1940, and for the Williams-Brothers Rock Production Project on the Central Oregon Highway, in Deschutes County, based on your low bid of $9,830.00 also submitted on November 13, 1940.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

HBG:AM

Secretary

cc - S. H. Probert
C. B. Paxson

a

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM	✓	ORDINARY	
DAY LETTER		URGENT RATE	
SERIAL		DEFERRED	
NIGHT LETTER		NIGHT LETTER	
SPECIAL SERVICE		SHIP RADIOGRAM	

Patrons should check class of service desired, otherwise the message will be transmitted as a telegram or ordinary cablegram

COPY OF
WESTERN UNION TELEGRAM

SALEM OREGON NOVEMBER 26 1940

A S WALLACE
1249 Harrison St.
ROSEBURG OREGON

STATE HIGHWAY COMMISSION AWARDED YOU TODAY CONTRACTS FOR WOODBURN-MOLALLA-SILVERTON ROCK PRODUCTION PROJECT, IN CLACKAMAS AND MARION COUNTIES, AND FOR MILLICAN-BROTHERS ROCK PRODUCTION PROJECT ON CENTRAL OREGON HIGHWAY, IN DESCHUTES COUNTY, BASED ON YOUR LOW BIDS SUBMITTED ON NOVEMBER 13, 1940. CONTRACT FORMS FOLLOW SHORTLY.

H B GLAISYER, SECRETARY
OREGON STATE HIGHWAY COMMISSION

File

CONTRACT# [redacted] 2395

9-4205 Millican-Brothers Rock Prod. 1940
Proj., Central Oregon Hwy.
#2395

RECEIVED
MAY 31 1941
FOR FILING

9-4505

May 29, 1941

U. S. Fidelity & Guaranty Company
Raymond C. Weiss, Agent
Bedell Building
Portland, Oregon

Gentlemen:

You are hereby notified that State Highway contract No. 2395, for work on the Millican-Brothers Section of the Central Oregon Highway, in Deschutes County, has been completed by the contractor, A. S. Wallace, and that final settlement will be made on or after June 9, 1941.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is served upon you since you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractor in connection with this contract will be $10,472.40, including final payment, of which $108.52 is for force account work.

This contract was completed on April 22, 1941, and accepted by the Commission on May 22, 1941.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

NOTED
D. G. DeSart

Form E-1—6M—3-39

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending April 26, 1941

Section	Millican - Brothers	*Kind of work*	Furn. Cr. Gravel in Stkpls
Highway	Central Oregon	*Section prefix*	9-4205
Contractor	A. S. Wallace	*Contract number*	2395
Date of contract	Nov. 28, 1940	*Date of completion*	July 31, 1941
Date work started	Mar. 24, 1941	*Estimated date of completion*	Apr. 22, 1941
Amount of contract	$9030.00	*Per cent of time elapsed*	147 216 68 %

Estimated cost of completed project, exclusive of engineering $ 9230.00

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date, $ 353.35, 3.9 % *Date project was completed* Apr. 22, 1941

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor Wallace continued crushing until Tuesday evening when all piles were completed. Wednesday and Thursday the plant was dismantled and moved out to Bridge, Ore Thursday the field crew measured all piles.

FINAL REPORT

NOTED
RAY WEBBER

RECEIVED
APR 28 1941
OFFICE OF
CONSTRUCTION ENGINEER

NOTED
VAN COOY

Signed E. E. Johnston

Address Bend, Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project			20		
Miles partially completed					
Miles completed			20		
Total estimated quantities			7370		
Estimated quantities moved or placed to date			7370		
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day			1		
Hours per shift			8		
Average force on project for week			17		

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	Doug COUNTY	Clack COUNTY	Bent COUNTY	Desch COUNTY	OTHER SOURCES		
Men	8	2	1	3	2	2	17
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels 1, Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants 1,

Compressors ...., Bulldozers ...., Sheet-foot rollers ...., Trucks 7 ...., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

STATE PRINTING DEPT.

RECEIVED
DEC 20 1940
FOR FILING

9-J205

December 19, 1940

Mr. A. S. Wallace
Roseburg, Oregon

Dear Sir:

We are forwarding to you today, by express, a fully executed copy of Contract No. 2395 which was awarded to you on November 26, 1940, for the Millican-Brothers Rock Production Project on the Central Oregon Highway, in Deschutes County. This is for your records and files.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

DD:AM

RECEIVED
DEC 20 1940
FOR FILING

9-4205

December 19, 1940

United States Fidelity & Guaranty Co.
Raymond G. Weise, Agent
Bedell Building
Portland, Oregon

Gentlemen:

We are forwarding to you today, by express, a fully executed copy of Contract No. 2395 which was awarded to A. S. Wallace on November 28, 1940, for the Millican-Brothers Rock Production Project on the Central Oregon Highway, in Deschutes County.

This is being forwarded to you inasmuch as you appear surety on the bond furnished by the contractor and is for your records and files.

Very truly yours,

State Highway Commission

By

DD:AM

Secretary

RECEIVED
DEC 2 1940
FOR FILING

9-4255

November 30, 1940

~~MR. R. G. WALLACE~~
Roseburg, Oregon

Dear Sir:

We are sending you today by express four copies of each of the following contracts which were awarded to you by the State Highway Commission on November 28, 1940:

CONTRACT NO. 2394 - Woodburn-Molalla-Silverton Rock Production Project, in Clackamas and Marion Counties

CONTRACT NO. 2395 - Rock production on the Millican-Brothers Section of the Central Oregon Highway, in Deschutes County

Kindly execute all four copies of each of these contracts and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you for your records and files. We will also send an executed copy of each contract to the surety on your bonds.

Your special attention is called to the paragraph under Section 6 (page 15) of the printed General Provisions, relating to the Workmen's Compensation Act. You are expected to accept the terms of this act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the paragraph on the same page, relating to payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

MBL

NOTED
D. G. DeSart

CONTRACT# [redacted] 2396

FA 27-4 Scappoose-Multnomah Co. Line 1940
171-B-1 Sec., Columbia River Hwy.
#2396

RECEIVED
MAR 27 1945
FOR FILING
Stencil No. 124

171-B-1
2396

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

March 24, 1945

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon SN-FAP 171-B(1)
Scappoose-Multnomah County Line Sec.
Columbia River Highway.

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the modified project agreement and certificate for the above-numbered project.

Very truly yours,

W. H. LYNCH
Division Engineer

By L J Caufield
L. J. Caufield
Sr. Highway Engineer

Encl.

RECEIVED
MAR 26 1945
OREGON
STATE HIGHWAY COMMISSION

NG4pr-10350

Section B(1)
Oregon Federal Aid Project No. SN-FAP 171

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on May 2, 1941 by the Oregon State Highway Commission, and on May 22, 1941 by the Federal Works Administrator, the said parties entered into an agreement for the improvement ~~of that certain highway described~~
171 hereafter to be designated as
therein and designated as Oregon Federal Aid Project No./SN-FAP 171, Section B(1); and

WHEREAS, said project is located on the strategic network of highways and under construction during the period of the emergency declared by the President on May 27, 1941; and

WHEREAS, the Highway Department has requested an increase in the Federal share payable on account of said project as authorized in section 4 of the Defense Highway Act of 1941, approved November 19, 1941 (Pub. Law No. 295 - 77th Cong.), and has requested that the Federal funds approved and set aside to the credit of the project be increased from $42,650.00 to $52,330.00.

NOW, THEREFORE, it is hereby mutually agreed by and between the said State Highway Department and the Administrator that the estimate be revised in the manner above indicated and that said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Administrator has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of fifty-two thousand, three hundred thirty and 00/100 dollars ($52,330.00) as the share of the United States payable under said act on account of section B(1) of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:"

Article IV shall read:

"Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section B(1) of said project shall not in any event exceed the sum of fifty-two thousand, three hundred thirty and 00/100 dollars ($52,330.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of sixty-nine thousand, nine hundred sixteen and 64/100 dollars ($69,916.64), the approved total estimated cost of Section B(1) of said project."

Except as herein specifically modified the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

IN WITNESS WHEREOF the parties have hereunto affixed their signatures, the Highway Department on February 23 1945, and the Administrator on MAR - 9 1945.

OREGON STATE HIGHWAY COMMISSION

By ______________________
Chairman, State Highway Commission

By ______________________
Member, State Highway Commission

By ______________________
Member, State Highway Commission

RECOMMENDED FOR APPROVAL

STATE HIGHWAY ENGINEER

FEDERAL WORKS ADMINISTRATOR,

By W. J. O'Leary
Acting Commissioner of Public Roads

Attest

Oregon Federal Aid Project No. SN-FAP 171
Section B(1)

Form PR. 3—Revised

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Agency as Federal Aid Project No. [illegible]-FAP 171-B(1) State of Oregon

Second. That in accordance with said provisions I have approved the sum of $ 69,916.64 in lieu of the $42,650.00 approved by Certificate dated May 22, 1941 as the total estimated cost of said project, and the sum of $ 52,330.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this .... day of ....
one thousand nine hundred and MAR - 9 1945

Federal Works Administrator,

By Leary
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—10120

RECEIVED
MAR 27 1945
FOR FILING

Stencil No. 124

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON 27-4

POST OFFICE BUILDING
PORTLAND, OREGON

March 24, 1945

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon SN-FAP 27(4)
North Scappoose Section
Columbia River Highway

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the modified project agreement and certificate for the above-numbered project.

Very truly yours,

W. H. LYNCH
~~District~~ Engineer

By L. J. Caufield
L. J. Caufield
Sr. Highway Engineer

Encl.

RECEIVED
MAR 26 1945
OREGON
STATE HIGHWAY COMMISSION

Jon

294pr-12819

1 3-DM

Oregon Federal Aid Project No. SN-FAP 27(4)

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on November 1, 1941 by the Oregon State Highway Commission, and on November 25, 1941 by the Federal Works Administrator, the said parties entered into an agreement for the improvement of that certain highway described therein and designated as Oregon Federal Aid Project No. SN-FAP 27(4); and

WHEREAS, said project is located on the strategic network of highways and under construction during the period of the emergency declared by the President on May 27, 1941; and

WHEREAS, the Highway Department has requested an increase in the Federal share payable on account of said project as authorized in section 4 of the Defense Highway Act of 1941, approved November 19, 1941 (Pub. Law No. 295 - 77th Cong.), and has requested that the Federal funds approved and set aside to the credit of the project be increased from $49,900.00 to $61,910.00.

NOW, THEREFORE, it is hereby mutually agreed by and between the said State Highway Department and the Administrator that the estimate be revised in the manner above indicated and that said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Administrator has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of sixty-one thousand, nine hundred ten and 00/100 dollars ($61,910.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:"

Article IV shall read:

> "Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of said project shall not in any event exceed the sum of sixty-one thousand, nine hundred ten and 00/100 dollars ($61,910.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of eighty-four thousand, eight hundred ninety-six and 01/100 dollars ($84,896.01), the approved total estimated cost of said project."

Except as herein specifically modified the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

IN WITNESS WHEREOF the parties have hereunto affixed their signatures, the Highway Department on February 23 1945, and the Administrator on MAR - 9 1945.

OREGON STATE HIGHWAY COMMISSION

By T H Banfield
Chairman, State Highway Commission

By Arthur W. Schaupp
Member, State Highway Commission

By ______________________
Member, State Highway Commission

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

FEDERAL WORKS ADMINISTRATOR,

By H. J. O'Leary
Acting Commissioner of Public Roads

HBLeary Jr

Oregon Federal Aid Project No. SN-FAP 27(4).

RECEIVED

Form PR. 3—Revised

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Agency as Federal Aid Project No. SN-FAP 27(4) State of Oregon

Second. That in accordance with said provisions I have approved the sum of $ 84,896.01 in lieu of the $49,900.00 approved by Certificate dated November 25, 1941 as the total estimated cost of said project, and the sum of $ 61,910.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this ______ day of ______ one thousand nine hundred and MAR - 9 1945

Federal Works Administrator,

By ______
Acting Commissioner of Public Roads.

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

February 20, 1945

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed modified project agreement for signature and return to this office for Oregon SN-FAP 171-B(1), Scappoose-Multnomah County Line Section of the Columbia River Highway.

Enclosed also is an approved copy of the detail estimate upon which the agreement was based, ~~together with approved copy of specifications~~.

Very truly yours,

W. H. LYNCH
Division Engineer

By L J Caufield
L. J. Caufield
Sr. Highway Engineer

Encls.

RECEIVED
FEB 21 1945
OREGON
STATE HIGHWAY COMMISSION

M

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

February 20, 1945

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed modified project agreement for signature and return to this office for Oregon SN-FAP 27(4), North Scappoose Section of the Columbia River Highway.

Enclosed also is an approved copy of the detail estimate upon which the agreement was based, ~~together with approved copy of special provisions~~

Very truly yours,

W. H. LYNCH
Division Engineer

By L J Caufield
L. J. Caufield
Sr. Highway Engineer

Encls.

RECEIVED
FEB 21 1945
OREGON
STATE HIGHWAY COMMISSION

M

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

February 20, 1945

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed modified project agreement for signature and return to this office for Oregon SN-FAP 27(4), North Scappoose Section of the Columbia River Highway.

Enclosed also is an approved copy of the detail estimate upon which the agreement was based, ~~together with approved copy of specifications~~

Very truly yours,

W. H. LYNCH
Division Engineer

By L J Caufield
L. J. Caufield
Sr. Highway Engineer

Encls.

RECEIVED
FEB 21 1945
OREGON
STATE HIGHWAY COMMISSION

M

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

February 20, 1945

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed modified project agreement for signature and return to this office for Oregon SN-FAP 27(4), North Scappoose Section of the Columbia River Highway.

Enclosed also is an approved copy of the detail estimate upon which the agreement was based, ~~together with approved copy of specifications~~

Very truly yours,

W. H. LYNCH
Division Engineer

By L J Caufield
L. J. Caufield
Sr. Highway Engineer

Encls.

Jm

RECEIVED
FEB 21 1945
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FEB 19 1943
FOR FILING

27-J ✓

February 19, 1943

Great American Indemnity Co.
C. A. Tomassene, Agent
Wilcox Building
Portland, Oregon

Gentlemen:

You are hereby notified that state highway contract No. 2396 for grading and paving the Scappoose-Multnomah County Line Section of the Columbia River Highway, in Columbia County, has been completed by the contractor, and that final settlement in the amount of $3,082.88 will be made on or after March 1, 1943.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is served upon you since you appear as surety on the bond furnished by the contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total contract amount is $96,836.47, which amount $742.13 represents force account work.

This contract was completed on September 26, 1942, and was accepted by the State Highway Commission on December 18, 1942.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

AM

NOTED
A. L. MONSON

RECEIVED
FOR FILING

FAP 171-B (1)

February 6, 1945

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

In accord with the suggestion contained in your letter of February 3, 1945, we are enclosing herewith five copies of a request for release of Federal funds on Project No. FAP 303-B (1) to provide sufficient unobligated 1941 Federal Aid funds for the increased setup requested in our letter of January 17, for Project No. SH-FAP 171-B (1).

Regnl's Cert. filed on 303-B-1

Very truly yours,

R. H. Baldock
State Highway Engineer

JWN:GS

Encl.

RECEIVED
JAN 20 1945
FOR FILING

SN-FAP 171-B(1)

January 17, 1945

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing herewith seven copies of estimate as basis for modified agreement for the Scappoose-Multnomah County Line Section, Project No. SN-FAP 171-B (1).

Very truly yours,

R. H. Baldock
State Highway Engineer

Dictated by J. W. Nash/GS

Encl.

Oregon State Highway Department

Federal Aid Project
No. [illegible]-FAP 171-B (1)

SCAPPOOSE-MULTNOMAH COUNTY LINE SECTION

OF THE COLUMBIA RIVER HIGHWAY IN COLUMBIA COUNTY

(Estimate as basis for modified agreement. Based on low bid prices.)

Salem, Oregon, February 3, 1944

INSIDE CITY OF SCAPPOOSE

40' Asphaltic Concrete Pavement (Sta. 126+00 to 115+25)

Work Prior to May 27, 1941

All Required		Clearing and Grubbing (100%)		$ 66.00
550	sq. yds.	Removal of Walks	$ .25	137.50
990	lin. ft.	Removal of Curbs	.10	99.00
7	cu. yds.	Structural Excavation, Unclassified	1.00	7.00
200	cu. yds.	General Excavation, Unclassified	.15	30.00
78	lin. ft.	12" Corr. Metal Pipe	1.35	105.30
41	cu. yds.	Concrete Curbs	16.00	656.00
5	sq. yds.	Concrete Driveways	1.50	7.50
2,560	tons	Base, Shoulder and Asphaltic Concrete Aggregate Materials Produced and Stockpiled	.59	1,510.40
		Subtotal		$ 2,618.70
		10% Engr. & Cont.		261.87
		Total		$ 2,880.57

Work Subsequent to May 27, 1941

60	sq. yds.	Removal of Walks	$ .25	$ 15.00
40	lin. ft.	Removal of Curbs	.10	4.00
570	cu. yds.	General Excavation, Unclassified	.15	85.50
50	yd. mi.	Truck Haul	.10	5.00
0.20	mile	Finishing Roadbed and Slopes	300.00	60.00
7	sq. yds.	Concrete Driveways	1.50	10.50
610	sq. yds.	Concrete Walks	1.45	884.50
125	lin. ft.	Expansion Joints in Concrete Walks	.10	12.50
1,000	tons	1½" - 2" Material in Base	.85	850.00
130	tons	1" - 0" Material in Base and Shoulders	.85	110.50
755	tons	3/4" - 0" Material in Base and Shoulders	.85	641.75

17	cu. yds.	Filler	$ .30	$ 5.10
34	yd. mi.	Hauling Filler	.10	3.40
100	M-gals.	Sprinkling	1.00	100.00
92	tons	Class "A" Asphaltic Concrete	4.40	404.80
430	tons	Class "B" Asphaltic Concrete	4.40	1,892.00
315	tons	Class "C" Asphaltic Concrete	4.40	1,386.00
				$ 6,470.55
Credit for Stockpiled Materials Used				1,510.40
			Subtotal	$ 4,960.15
			10% Engr. & Cont.	496.01
			Total	$ 5,456.16

Length 0.134 mile
Cost per mile $40,866.32

20' Asphaltic Pavement (Sta. 115+25 to 108+03.3)

Work Prior to May 27, 1941

All Required		Clearing and Grubbing		$ 44.00
43	cu. yds.	Structural Excavation, Unclassified	$1.00	43.00
700	cu. yds.	General Excavation, Unclassified	.15	105.00
160	lin. ft.	12" Sewer Pipe	.85	136.00
40	lin. ft.	12" Corr. Metal Pipe	1.35	54.00
54	lin. ft.	18" Concrete Pipe	2.25	121.50
1	only	Concrete Catch Basin	25.00	25.00
870	cu. yds.	Base, Shoulder and Asphaltic Concrete Aggregate Materials Produced and Stockpiled	.59	513.30
			Subtotal	$ 1,041.80
			10% Engr. & Cont.	104.18
			Total	$ 1,145.98

Work Subsequent to May 27, 1941

0.14	mile	Finishing Roadbed and Slopes	$300.00	$ 42.00
30	lin. ft.	12" Sewer Pipe	.85	25.50
93	lin. ft.	12" Corr. Metal Pipe	1.35	125.55
11	lin. ft.	18" Concrete Pipe	2.25	24.75
30	tons	3½" - 2" Material in Base	.85	25.50
175	tons	2" - 0" Material in Base and Shoulders	.85	148.75
280	tons	3/4" - 0" Material in Base and Shoulders	.85	238.00
60	tons	3/4" - 0" Material in Footpath Foundation Course	1.00	60.00
23	cu. yds.	Filler	.30	6.90

46	yds. mi.	Sealing Filler	$ .10	$ 4.60
30	M-gals.	Sprinkling	1.00	30.00
62	tons	Class "A" Asphaltic Concrete	4.40	272.80
210	tons	Class "B" Asphaltic Concrete	4.40	924.00
125	tons	Class "C" Asphaltic Concrete	4.40	550.00
				$ 2,478.35
Credit for Stockpiled Materials Used				Cr. 513.30
			Subtotal	$ 1,965.05
			10% Engr. & Cont.	196.50
			Total	$ 2,161.55
		Length	0.137 mile	
		Cost per mile	$24,142.55	

OUTSIDE CITY OF SCAPPOOSE

"C" Asphaltic Pavement (Sta. 100+83.7 to 99+00)
(Sta. 28+00 to 4+69.9)

Work Prior to May 27, 1941

All Required		Clearing and Grubbing		$ 181.00
110	cu. yds.	Structural Excavation, Unclassified	$1.00	110.00
100	cu. yds.	Trench Excavation, Unclassified	.75	75.00
1,900	cu. yds.	General Excavation, Unclassified	.15	285.00
100	lin. ft.	12" Sewer Pipe	.85	85.00
175	lin. ft.	12" Corr. Metal Pipe	1.35	236.25
15	lin. ft.	12" Concrete Pipe	1.00	15.00
170	lin. ft.	18" Concrete Pipe	2.25	382.50
30	lin. ft.	Salvaging Culvert Pipe	.50	15.00
300	tons	3/4" - 2" Material in Base	.85	255.00
450	tons	2" - 6" Material in Base and Shoulders	.85	382.50
2,870	tons	Base, Shoulder and Asphaltic Concrete Aggregate Materials Produced and Stockpiled	.59	1,693.30
			Subtotal	$ 3,715.55
			10% Engr. & Cont.	371.55
			Total	$ 4,087.10

Work Prior to May 27, 1942

257	cu. yds.	Structural Excavation, Unclassified	$1.00	$ 257.00
110	cu. yds.	Trench Excavation, Unclassified	.75	82.50
430	cu. yds.	General Excavation, Unclassified	.15	64.50

240	yd. mi.	Truck Haul	$ .10	$ 24.00
0.56	mile	Finishing Roadbed and Slopes	300.00	168.00
10	lin. ft.	12" Sewer Pipe	.85	8.50
10	lin. ft.	Salvaging Culvert Pipe	.50	5.00
100	tons	3/4" – 2" Material in Base	.85	85.00
240	tons	2" – 0" Material in Base and Shoulders	.85	204.00
1,300	tons	3/4" – 0" Material in Base and Shoulders	.85	1,105.00
40	tons	3/4" – 0" Material in Footpath Foundation Course	1.00	40.00
95	cu. yds.	Filler	.30	28.50
190	yd. mi.	Hauling Filler	.10	19.00
130	Megals.	Sprinkling	1.00	130.00
344	tons	Class "A" Asphaltic Concrete	4.40	1,513.60
590	tons	Class "B" Asphaltic Concrete	4.40	2,596.00
418	tons	Class "C" Asphaltic Concrete	4.40	1,839.20
				$ 8,149.80
Credit for Stockpiled Materials Used				Cr. 1,693.30
		Subtotal		$ 6,456.50
		10% Engr. & Cont.		645.65
		Total		$ 7,102.15

Length 0.559 mile
Cost per mile $20,016.54

__20' Concrete Pavement (Sta. 99+00 to 28+90)__

__Work Prior to May 27, 1941__

All Required		Clearing and Grubbing		$ 435.00
103	cu. yds.	Structural Excavation, Unclassified	$1.00	103.00
40	cu. yds.	Trench Excavation, Unclassified	.75	30.00
18,300	cu. yds.	General Excavation, Unclassified	.15	2,745.00
5,100	yd. mi.	Truck Haul	.10	510.00
600	lin. ft.	Rounding Cutbanks	.06	36.00
490	lin. ft.	18" Concrete Pipe	2.25	1,102.50
118	cu. yds.	Class "A" Concrete	20.00	2,360.00
12,300	lbs.	Metal Reinforcement	.05	615.00
1,500	lin. ft.	Furnishing Piles	.20	300.00
50	only	Drive Piles	10.00	500.00
6,950	tons	Base, Shoulder and Asphaltic Concrete Aggregate Materials Produced and Stockpiled	.59	4,100.50
		Subtotal		$12,837.00
		10% Engr. & Cont.		1,283.70
		Total		$14,120.70

Work Subsequent to May 27, 1941

1,310	sq. yds.	Removal of Pavement	$ .25	$ 327.50
250	cu. yds.	Trench Excavation, Unclassified	.75	187.50
7,000	cu. yds.	General Excavation, Unclassified	.15	1,050.00
810	yd. mi.	Truck Haul	.10	81.00
600	lin. ft.	Rounding Outbanks	.06	36.00
1.35	miles	Finishing Roadbed and Slopes	300.00	405.00
44	lin. ft.	12" Corr. Metal Pipe	1.35	59.40
85	lin. ft.	12" Concrete Pipe	1.00	85.00
55	lin. ft.	18" Concrete Pipe	2.25	123.75
7	cu. yds.	Class "A" Concrete	20.00	140.00
200	lbs.	Metal Reinforcement	.05	10.00
25	cu. yds.	Riprap	2.00	50.00
25	only	Wood Sight Posts	3.00	75.00
1,725	tons	3½" - 2" Material in Base	.85	1,466.25
2,415	tons	2" - 0" Material in Base and Shoulders	.85	2,052.75
2,400	tons	3/4" - 0" Material in Base and Shoulders	.85	2,040.00
330	tons	½" - 0" Material in Cushion Course	1.00	330.00
210	cu. yds.	Filler	.30	63.00
420	yd. mi.	Hauling Filler	.10	42.00
360	M-gals.	Sprinkling	1.00	360.00
15,800	sq. yds.	Portland Cement Concrete Pavement	1.50	23,700.00
1,300	lin. ft.	Expansion Joints in Pavement	.15	195.00
8,400	lin. ft.	Contraction Joints	.03	252.00
1,300	only	Dowel Bars	.20	260.00
6,200	lbs.	Tie Bars and Reinforcement	.05	310.00
50	tons	Class "B" Asphaltic Concrete	4.40	220.00
33	tons	Class "C" Asphaltic Concrete	4.40	145.20
				$34,066.35
Credit for Stockpiled Materials Used				4,100.50
			Subtotal	$29,965.85
			10% Engr. & Cont.	2,996.58
			Total	$32,962.43

Length	1.344 miles
Cost per mile	$25,032.09

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	Federal Aid Funds	State Funds
Inside City of [illegible]			
40' Asphaltic Pavement			
Work Prior to May 27, 1941	$ 2,880.57	$ 1,775.00	$ 1,105.57
Work Subsequent to May 27, 1941	5,456.16	4,420.00	1,036.16
20' Asphaltic Pavement			
Work Prior to May 27, 1941	1,145.98	706.00	439.98
Work Subsequent to May 27, 1941	2,161.55	1,751.00	410.55
Outside City			
20' Asphaltic Pavement			
Work Prior to May 27, 1941	4,087.10	2,519.00	1,568.10
Work Subsequent to May 27, 1941	7,102.15	5,753.00	1,349.15
20' Portland Cement Concrete Pavement			
Work Prior to May 27, 1941	14,120.70	8,704.00	5,416.70
Work Subsequent to May 27, 1941	32,962.43	26,702.00	6,260.43
	$69,916.64	$52,330.00	$17,586.64

State Funds for Construction: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939
State Funds for Maintenance: Chap. 529, Laws 1939

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SN-FAP 27(4)

January 17, 1945

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing herewith seven copies of estimate as basis for modified agreement for the North Scappoose Section, Project No. SN-FAP 27 (4).

Very truly yours,

R. H. Baldock
State Highway Engineer

Dictated by J. W. Nash/GS

Encl.

Oregon State Highway Department

Federal Aid Project
No. [illegible]-FAP 27 (4)

NORTH SCAPPOOSE SECTION OF THE
COLUMBIA RIVER HIGHWAY IN COLUMBIA COUNTY

(Estimate as basis for modified agreement. Based on low bid prices.)

Salem, Oregon, February 4, 1944

WORK OUTSIDE CITIES

28' Roadway (Sta. 949+00 to 972+50) (Contract No. 2396)

Work Prior to May 27, 1941

All Required		Clearing and Grubbing (100%)		$ 133.00
300	cu. yds.	Borrow Excavation, Unclassified	$ .25	75.00
22	cu. yds.	General Excavation, Unclassified	.15	3.30
250	yd. mi.	Truck Haul	.10	25.00
4,320	tons	Base, Shoulder and Asphaltic Concrete Aggregates Produced and Stockpiled	.59	2,548.80
		Subtotal		$ 2,785.10
		10% Engr. & Cont.		278.51
		Total		$ 3,063.61

Work Subsequent to May 27, 1941

80	cu. yds.	Borrow at Sta. 951, Unclassified	$ .25	$ 20.00
0.41	mile	Finishing Roadbed and Slopes	300.00	123.00
1,680	tons	3½" - 2" Material in Base	.85	1,428.00
130	tons	2" - 0" Material in Base and Shoulders	.85	110.50
1,340	tons	3/4" - 0" Material in Base and Shoulders	.85	1,139.00
110	M-gals.	Sprinkling	1.00	110.00
570	tons	Class "A" Asphaltic Concrete	4.40	2,508.00
447	tons	Class "B" Asphaltic Concrete	4.40	1,966.80
442	tons	Class "C" Asphaltic Concrete	4.40	1,944.80
50	cu. yds.	Filler	.30	15.00
100	yd. mi.	Hauling Filler	.10	10.00
				$ 9,375.10
Credit for Stockpiled Materials Used				2,548.80
		Subtotal		$ 6,826.30
		10% Engr. & Cont.		682.63
		Total		$ 7,508.93

	Length	0.409 mile		
	Cost per mile	$25,849.73		

20' Roadway (Sta. 972+50 to 979+34.6) (Contract No. 2396)

Work Prior to May 27, 1941

All Required		Clearing and Grubbing (100%)		$ 42.00
2,200	cu. yds.	Borrow at Sta. 951, Unclassified	$ .25	550.00
3,350	yd. mi.	Truck Haul	.10	335.00
2,230	tons	Base, Shoulder and Asphaltic Concrete Aggregates Produced and Stockpiled	.59	1,315.70
		Subtotal		$ 2,242.70
		10% Engr. & Cont.		224.27
		Total		$ 2,466.97

Work Subsequent to May 27, 1941

1,600	cu. yds.	Borrow at Sta. 951, Unclassified	$ .25	$ 400.00
4	cu. yds.	General Excavation, Unclassified	.15	.60
380	yd. mi.	Truck Haul	.10	38.00
0.13	mile	Finishing Roadbed and Slopes	300.00	39.00
980	tons	3½" - 2" Material in Base	.85	833.00
80	tons	2" - 0" Material in Base and Shoulders	.85	68.00
793	tons	3/4" - 0" Material in Base and Shoulders	.85	673.75
33	M-gals.	Sprinkling	1.00	33.00
225	tons	Class "A" Asphaltic Concrete	4.40	990.00
135	tons	Class "B" Asphaltic Concrete	4.40	594.00
100	tons	Class "C" Asphaltic Concrete	4.40	440.00
20	cu. yds.	Filler	.30	6.00
40	yd. mi.	Hauling Filler	.10	4.00
				$ 4,123.35
Credit for Stockpiled Materials Used				Cr. 1,315.70
		Subtotal		$ 2,807.65
		10% Engr. & Cont.		280.76
		Total		$ 3,088.41
		Length	0.130 mile	
		Cost per mile	$ 42,733.69	

WORK INSIDE CITY OF SCAPPOOSE

28' Roadway (Sta. 979+34.6 to 990+50) (Contract No. 2396)

Work Prior to May 27, 1941

All Required	Clearing and Grubbing (100%)	$ 68.00

200	sq. yds.	Removal of Walks	$ .25	$ 50.00
330	lin. ft.	Removal of Curbs	.10	33.00
100	cu. yds.	Structural Excavation, Unclassified	1.00	100.00
500	cu. yds.	Borrow Excavation at Sta. 951, Unclassified	.25	125.00
184	cu. yds.	General Excavation, Unclassified	.15	27.60
280	yd. mi.	Truck Haul	.10	28.00
12	cu. yds.	Concrete Curbs	16.00	192.00
16	sq. yds.	Concrete Driveways	1.50	24.00
2,450	tons	Base, Shoulder and Asphaltic Concrete Aggregates Produced and Stockpiled	.59	1,445.50
			Subtotal	$ 2,093.10
			10% Engr. & Cont.	209.31
			Total	$ 2,302.41

Work Subsequent to May 27, 1941

30	sq. yds.	Removal of Walks	$ .25	$ 7.50
55	lin. ft.	Removal of Curbs	.10	5.50
30	cu. yds.	Structural Excavation, Unclassified	1.00	30.00
320	cu. yds.	Borrow Excavation at Sta. 951, Unclassified	.25	80.00
530	cu. yds.	General Excavation, Unclassified	.15	79.50
540	yd. mi.	Truck Haul	.10	54.00
0.21	mile	Finishing Roadbed and Slopes	300.00	63.00
3	cu. yds.	Concrete Curbs	16.00	48.00
8	sq. yds.	Concrete Driveways	1.50	12.00
215	sq. yds.	Concrete Walks	1.45	311.75
45	lin. ft.	Expansion Joints in Concrete Walks	.10	4.50
970	tons	1½" - 2" Material in Base	.85	824.50
70	tons	2" - 0" Material in Base and Shoulders	.85	59.50
875	tons	3/4" - 0" Material in Base and Shoulders	.85	743.75
55	M-gals.	Sprinkling	1.00	55.00
240	tons	Class "A" Asphaltic Concrete	4.40	1,056.00
220	tons	Class "B" Asphaltic Concrete	4.40	968.00
210	tons	Class "C" Asphaltic Concrete	4.40	924.00
20	cu. yds.	Filler	.30	6.00
40	yd. mi.	Hauling Filler	.10	4.00
				$ 5,336.50
		Credit for Stockpiled Materials Used		Cr. 1,445.50
			Subtotal	$ 3,891.00
			10% Engr. & Cont.	389.10
			Total	$ 4,280.10

Length 0.211 mile
Cost per mile $31,196.72

20' Roadway (Sta. 990+50 to 991+50) (Contract No. 2386)

Work Prior to Mar 27, 1941

All Required		Clearing and Grubbing (100%)		$ 6.00
50	sq. yds.	Removal of Walks	$ .25	12.50
80	lin. ft.	Removal of Curbs	.10	8.00
10	cu. yds.	Structural Excavation, Unclassified	1.00	10.00
30	cu. yds.	General Excavation, Unclassified	.15	4.50
3	cu. yds.	Concrete Curbs	16.00	48.00
340	tons	Base, Shoulder and Asphaltic Concrete Materials, Produced and Stockpiled	.59	200.60
		Subtotal		$ 289.60
		10% Engr. & Cont.		28.96
		Total		$ 318.56

Work Subsequent to Mar 27, 1941

190	sq. yds.	Removal of Pavement	$ .25	$ 47.50
10	sq. yds.	Removal of Walks	.25	2.50
25	lin. ft.	Removal of Curbs	.10	2.50
10	cu. yds.	Structural Excavation, Unclassified	1.00	10.00
.02	mile	Finishing Roadbed and Slopes	300.00	6.00
1	cu. yd.	Concrete Curbs	16.00	16.00
60	sq. yds.	Concrete Walks	1.45	87.00
15	lin. ft.	Expansion Joints in Concrete Walks	.10	1.50
140	tons	3/4" - 2" Material in Base	.85	119.00
15	tons	2" - 0" Material in Base and Shoulders	.85	12.75
130	tons	1/4" - 0" Material in Base and Shoulders	.85	110.50
5	M-gals.	Sprinkling	1.00	5.00
33	tons	Class "A" Asphaltic Concrete	4.40	145.20
20	tons	Class "B" Asphaltic Concrete	4.40	88.00
16	tons	Class "C" Asphaltic Concrete	4.40	70.40
10	cu. yds.	Filler	.30	3.00
20	yd. mi.	Hauling Filler	.10	2.00
				$ 728.85
Credit for Stockpiled Materials Used				200.60
		Subtotal		$ 528.25
		10% Engr. & Cont.		52.82
		Total		$ 581.07

Length 0.018 mile
Cost per mile $49,979.44

WORK INSIDE CITY OF ST. HELENS

20' Roadway (Sta. 568+09 to 595+38) (Contract No. 2441)

Work Prior to May 27, 1941

All Required		Clearing and Grubbing (100%)		$ 300.00
60	cu. yds.	Structural Excavation, Unclassified	$1.50	90.00
3,700	cu. yds.	General Excavation, Unclassified	.75	2,775.00
5,500	yd. sta.	Short Overhaul	.02	110.00
70	lin. ft.	18" Concrete Pipe	2.35	164.50
80	lin. ft.	24" Concrete Pipe	3.25	260.00
250	tons	3½" - 2" Rock in Base	1.50	375.00
		Subtotal		$ 4,074.50
		10% Engr. & Cont.		407.45
		Total		$ 4,481.95

Work Subsequent to May 27, 1941

2,800	sq. yds.	Removing Old Pavement	$ .20	$ 560.00
20	cu. yds.	Structural Excavation, Unclassified	1.50	30.00
2,240	cu. yds.	General Excavation, Unclassified	.75	1,680.00
3,000	yd. sta.	Short Overhaul	.02	60.00
70	C-yd.sta.	Long Overhaul	.50	35.00
0.52	mile	Finishing Roadbed and Slopes	800.00	416.00
80	lin. ft.	12" Concrete Pipe	1.25	100.00
3,110	tons	3½" - 2" Rock in Base	1.50	4,665.00
2,560	tons	3/4" - 0" Rock in Base and Shoulders	1.50	3,840.00
100	M-gals.	Sprinkling	2.50	250.00
900	tons	Class "A" Asphaltic Concrete	5.40	4,860.00
548	tons	Class "B" Asphaltic Concrete	5.40	2,959.20
330	tons	Class "C" Asphaltic Concrete	5.40	1,782.00
		Subtotal		$21,237.20
		10% Engr. & Cont.		2,123.72
		Total		$23,360.92

Length 0.517 mile
Cost per mile $ 53,854.68

24' Roadway (Sta. 595+38 to 600+00) (Contract No. 2441)

Work Performed Subsequent to May 27, 1941

56	tons	Class "B" Asphaltic Concrete	$ 5.40	$ 302.40
66	tons	Class "C" Asphaltic Concrete	5.40	356.40
		Subtotal		$ 658.80
		10% Engr. & Cont.		65.88
		Total		$ 724.68

Length 0.087 mile
Cost per mile $8,329.65

BRIDGES (OUTSIDE CITIES)

[illegible] Creek Bridge (Sta. 650+73.2 to 650+82.6) (Contract No. 2415)

Work Prior to May 27, 1941

All Required	Preparation of Existing Bridge and Maint. Traffic (15%)		$ 120.00
All Required	Shoring, Cribbing, Etc. (15%)		555.00
90 cu. yds.	Structural Excavation	$ 1.00	90.00
70 cu. yds.	Class "A" Concrete	24.00	1,680.00
9,500 lbs.	Metal Reinforcement	.0525	498.75
	Subtotal		$ 2,943.75
	10% Engr. & Cont.		294.38
	Total		$ 3,238.13

Work Subsequent to May 27, 1941

80 cu. yds.	Structural Excavation	$ 1.00	$ 80.00
6 cu. yds.	Structural Excavation Below Elevation Shown	3.00	18.00
10 cu. yds.	Class "A" Concrete	24.00	240.00
900 lbs.	Metal Reinforcement	.0525	47.25
76 lin. ft.	Metal Handrail	4.50	342.00
	Subtotal		$ 727.25
	10% Engr. & Cont.		72.72
	Total		$ 799.97

North Fork Saupreese Creek Bridge (Sta. 950+66.2 to 951+53.9) (Contract No. 2415)

Work Prior to May 27, 1941

All Required	Preparation of Existing Bridge and Maint. Traffic (40%)		$ 19.20
All Required	Shoring, Cribbing, Etc. (25%)		259.00
50 cu. yds.	Structural Excavation	$ 1.00	50.00
	Subtotal		$ 328.20
	10% Engr. & Cont.		32.82
	Total		$ 361.02

Work Subsequent to May 27, 1941

All Required	Preparation of Existing Bridge and Maint. Traffic (40%)		$ 300.80
All Required	Shoring, Cribbing, Etc. (25%)		666.00
270 cu. yds.	Structural Excavation	$ 1.00	270.00
11 cu. yds.	Structural Excavation Below Elevation Shown	3.00	33.00
970 lin. ft.	Furnish Untreated Piling	.18	174.60
49 only	Drive Untreated Piling	11.00	539.00
180 cu. yds.	Class "A" Concrete	24.00	4,320.00
20,600 lbs.	Metal Reinforcement	.0525	1,081.50
192 lin. ft.	Metal Handrail	4.50	864.00
	Subtotal		$ 8,248.90
	10% Engr. & Cont.		824.89
	Total		$ 9,073.79

South Fork [illegible] Bridge (Sta. 969+9[illegible].1 to 971+02.7)

Work Prior to May 27, 1941

All Required	Preparation of Existing Bridge and Maint. Traffic (45%)		$ 28.80
All Required	Shoring, Cribbing, Etc. (60%)		1,110.00
380 cu. yds.	Structural Excavation	$ 1.00	380.00
1,840 lin. ft.	Furnish Untreated Piling	.18	331.20
50 only	Drive Untreated Piling	11.00	550.00
75 cu. yds.	Class "A" Concrete	24.00	1,800.00
7,500 lbs.	Metal Reinforcement	.0525	393.75
	Subtotal		$ 4,593.75
	10% Engr. & Cont.		459.37
	Total		$ 5,053.12

Work Subsequent to May 27, 1941

All Required	Preparation of Existing Bridge and Maint. Traffic (45%)		$ 331.20
All Required	Shoring, Cribbing, Etc. (60%)		1,110.00
270 cu. yds.	Structural Excavation	$ 1.00	270.00
23 cu. yds.	Structural Excavation Below Elevation Shown	3.00	69.00
40 lin. ft.	Furnish Untreated Piling	.18	7.20
52 only	Drive Untreated Piling	11.00	572.00
325 cu. yds.	Class "A" Concrete	24.00	7,800.00
31,500 lbs.	Metal Reinforcement	.0525	1,653.75
242 lin. ft.	Metal Handrail	4.50	1,089.00
	Subtotal		$12,902.15
	10% Engr. & Cont.		1,290.22
	Total		$14,192.37

Length of Bridges .042 mile

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	Federal Aid Funds	State Funds
ROADWAY			
Outside Cities			
28' Roadway			
Work Prior to May 27, 1941	$ 3,063.61	$ 1,869.00	$ 1,194.61
Work Subsequent to May 27, 1941	7,508.93	5,776.00	1,732.93
20' Roadway			
Work Prior to May 27, 1941	2,466.97	1,505.00	961.97
Work Subsequent to May 27, 1941	3,088.41	2,375.00	713.41
Inside City of Scappoose			
28' Roadway			
Work Prior to May 27, 1941	2,302.41	1,404.00	898.41
Work Subsequent to May 27, 1941	4,280.10	3,292.00	988.10
20' Roadway			
Work Prior to May 27, 1941	318.56	194.00	124.56
Work Subsequent to May 27, 1941	581.07	447.00	134.07
Inside City of St. Helens			
20' Roadway			
Work Prior to May 27, 1941	4,481.95	2,734.00	1,747.95
Work Subsequent to May 27, 1941	23,360.92	17,968.00	5,392.92
24' Roadway			
Work Subsequent to May 27, 1941	724.68	557.00	167.68
STRUCTURES			
Outside City			
3 Bridges			
Work Prior to May 27, 1941	8,652.27	5,278.00	3,374.27
Work Subsequent to May 27, 1941	24,066.13	18,511.00	5,555.13
	$84,896.01	$61,910.00	$22,986.01

State Funds for Construction: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

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January 9, 1943

Mr. Roy L. Houck
Ladd & Bush Bank Bldg.
Salem, Oregon

Dear Sir:

The State Highway Commission, at its meeting on December 18, 1942, granted you the additional extension of time requested, from July 1 to September 26, 1942, without penalty, in connection with contract No. 2396, Scappoose-Multnomah County Line Section of the Columbia River Highway, in Columbia County.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

AM

cc - W. C. Williams

Form E-1—6M—8-41

27-4

1

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending December 26, 19 42

Section Scappoose-Multnomah County Line

Kind of work Grading and Paving

Highway Columbia River

Section prefix 5-1106

Contractor Roy L. Houck

Contract number 2396

Date of contract December 11, 19 40

Date of completion September 30, 19 41

Date work started February 17, 19 41

Estimated date of completion ...., 19....

Amount of contract $87,492.00

Per cent of time elapsed 222 %

Estimated cost of completed project, exclusive of engineering . . . . $ 98,107.76

Per cent of contract completed, based on total contract price . . . . 100 %

Engineering cost to date, $ 11,850.00, 224 %

Date project was completed September 26, 19 42

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The Semi-Final Estimate was forwarded to the Division Engineer on December 22. A constructed line map and a project history will be submitted when completed.

RECEIVED
DEC
OFFICE OF
ENGINEER

R. L. Porter

Signed R. L. Porter

Address Box 4644 Portland

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

RECEIVED
DEC 30 1942
FOR FILING

27-4

December 29, 1942

Great American Indemnity Company
C. A. Tomassene, Agent
Wilcox Building
Portland, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Roy L. Houck, on contract No. 2396, covering grading and paving on the Scappoose-Multnomah County Line Section of the Columbia River Highway, in Columbia County. This payment, in the amount of $3,893.13, will be made on or after January 8, 1943. The retained percentage is $2,899.60.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Kindly acknowledge receipt of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

RS

NOTED
A. L. MONSON

Form E-1—5M—9-41

27-4

1

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending December 26, 19 42

Section Scappoose-Multnomah County Line

Kind of work Grading and Paving

Highway Columbia River

Section prefix 5-1106

Contractor Roy L. Houck

Contract number 2396

Date of contract December 11, 19 40

Date of completion September 30, 19 41

Date work started February 17, 19 41

Estimated date of completion ...., 19.....

Amount of contract $87,492.00

Per cent of time elapsed 222 %

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Date project was completed September 26, 19 42

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The Semi-Final Estimate was forwarded to the Division Engineer on December 22. A constructed line map and a project history will be submitted when completed.

RECEIVED
DEC [illegible]
OFFICE OF
[illegible] ENGINEER

R. L. Porter

Signed R. L. Porter

Address Box 4644 Portland

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

Borrow Sta 951

Asphaltic Concrete

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	3.156	3.156		1.811	1.345
Miles partially completed					
Miles completed	3.156	3.156		1.811	1.345
Total estimated quantities	37,059.8 CY	24,879.24 tons	4,674.3 CY	5,758.3 tons	15,777.78SY
Estimated quantities moved or placed to date	"	"	"	"	"
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%;

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

STATE PRINTING DEPT.

RECEIVED
DEC 10 1942
FOR FILING

27-4

December 9, 1942

Great American Indemnity Co.
C. A. Tomassene, Agent
Wilcox Building
Portland, Oregon

Gentlemen:

The State Highway Commission has today been advised by Warren Northwest, Inc., that their claim against Roy L. Houck on state highway contract No. 2396, Scappoose-Multnomah County Line Section of the Columbia River Highway, has been paid in full. According to our records, the amount of this claim is $3,488.34.

Very truly yours,

AM

Secretary

cc - Mr. Roy L. Houck
Ladd & Bush Bank Bldg.
Salem, Oregon

NOTED
A. L. MONSON

December 9, 1942

Warren Northwest, Inc.
Box 5072
Portland, Oregon

Attention: A. M. Eppling, Sec.-Treas.

Gentlemen:

This acknowledges receipt of a carbon copy of your letter of December 7, 1942, addressed to the Secretary of State, advising that your claim against Roy L. Houck, on state highway contract No. 2396, has been paid in full. According to our records, the amount of this claim is $3,488.34.

Very truly yours,

AM

Secretary

WARREN NORTHWEST INC.
PORTLAND, OREGON

December 7
1 9 4 2

Secretary of State
State of Oregon
Salem, Oregon

Dear Sir:

Claim against Roy L. Houck on Oregon State Highway Contract No. 2306, Scappoose-Multnomah County Line Section of the Columbia River Highway in Columbia County, Oregon, for 5.09 miles of grading and paving, has been paid in full and we hereby request that Roy L. Houck be released from all claims we have filed against this contract.

COPY

Yours very truly,

WARREN NORTHWEST INC.

A. M. Eppling
Sec. - Treas.

AME bg

CC-Roy L. Houck
Oregon State Highway Department
Great American Indemnity Co.

REFERRED TO
Miss Morrison
BY SECRETARY

[illegible] we [illegible] a card
also notify surety & contractor that
we have received release of this claim
HBG

RECEIVED
DEC 9 - 1942
STATE HIGHWAY COMMISSION

NOTED
[illegible]

RECEIVED
NOV 24 1942
FOR FILING

27-4

November 23rd, 1942

Mr. C. E. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

Will you kindly concur in an extension of time for Ray L. Houck, contractor, on Contract [illegible], [illegible]-Multnomah County Line Section of the Columbia River Highway, FAP 24 (A), 171-B (1), which was extended from the completion date of September 30th, 1941 to July 1st, 1942 without your concurrence.

The actual completion date on this contract was September 26th, 1942; however, the work was practically completed prior to July 1st, 1942 except for a slight amount of shoulder work and blading which the contractor was unable to do at that time on account of the necessity of starting the Rice Hill-Turkey Hill job.

Traffic, however, used the road without discomfiture; therefore, it is recommended that the extension be granted without penalty.

Very truly yours,

R. H. BALDOCK
CHIEF ENGINEER

B

cc to: E. C. Smith

171-B-1

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

RECEIVED
[illegible] 1942
FOR FILING

October 14, 1942

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Final inspection of Oregon SN-FAP 171-B (1), Scappoose-Multnomah County Line Section of the Columbia River Highway ______, was made by a representative of this office on September 29, 1942.

Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Sr. Highway Engineer

RECEIVED
[illegible] 1942

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RECEIVED
[illegible]
FOR FILING

21-4

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

October 14, 1942

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Final inspection of Oregon SN-FAP 27 (4), Scappoose-Multnomah County Line Section of the Columbia River Highway ______, was made by a representative of this office on September 29, 1942.

Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L Caufield
L. J. Caufield
Sr. Highway Engineer

OCT 1 [illegible] 1942
STATE H[illegible]

RECEIVED
OCT 3 1942
FOR FILING

27-4

October 2, 1942

Great American Indemnity Company
C. A. Tomassene, Agent
Wilcox Building
Portland, Oregon

Gentlemen:

Attached hereto is a copy of a claim in the amount of $3488.34, which has been filed in the office of the Secretary of State by Warren Northwest, Inc., against the bond taken from Roy L. Houck, in connection with state highway contract No. 2396, for 3.09 miles grading and paving on the Scappoose-Multnomah County Line Section of the Columbia River Highway, in Columbia County.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

MS

cc - Roy L. Houck
Room 6
Ladd & Bush Bldg.
Salem, Oregon

October 2, 1942

Warren Northwest, Inc.
P. O. Box 5072
Portland, Oregon

Gentlemen: Attention A. M. Eppling, Sec. Treas.

This will acknowledge receipt of carbon copies of your claim in the amount of $3488.34, filed with the Secretary of State on September 29, 1942, against Roy L. Houck on contract No. 2396, Scappoose-Multnomah County Line Section of the Columbia River Highway in Columbia County.

In accordance with our usual practice we are today notifying the contractor and his surety of this claim.

Very truly yours,

Secretary

RS

NOTED
A. L. MONSON

October 2, 1942

Honorable Earl Snell
Secretary of State
Salem, Oregon

Dear Sir:

This acknowledges receipt of your letter of October 1, enclosing copies of a claim in the amount of $3488.34, which has been filed in your office by Warren Northwest, Inc., against the bond taken from Roy L. Houck, in connection with state highway contract No. 2396, for 3.09 miles grading and paving on the Scappoose-Multnomah County Line Section of the Columbia River Highway, Columbia County.

In accordance with our usual practice, we are today notifying the bonding company and the contractor that this claim has been filed.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

RS

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

October 1, 1942

Oregon State Highway Commission
Salem, Oregon

Gentlemen: Attention Mr. H.B.Glaisyer

There are enclosed for your information and files, three copies of a notice of claim by Warren North-West Inc. for $3488.34 againstthe bond taken from Roy L. Houck, principal, and Great American Indemnity Co. surety, for work on the Scapoose-Multnomah County Line Section of the Columbia River Highway, contract No. 2396, which was received and filed today.

Please acknowledge receipt of the copies in order that our files may be complete.

Very truly yours,

Earl Snell

Secretary of State

S:FO
encs. 3

REFERRED TO
Miss [illegible]
BY SECRETARY
[illegible] Cotter

RECEIVED
[illegible] 1942
[illegible] COMMISSION

COPY

WARREN NORTHWEST INC.
Highway & Road Contractors

P. O. Box 5072
Portland, Oregon
TAbor 2062

September 29
1 9 4 2

TO:
Secretary of the State of Oregon
Salem, Oregon

Notice is hereby given that the undersigned, Warren Northwest Inc. has a claim for furnishing and placing asphaltic concrete in the sum of three thousand four hundred eighty-eight dollars and thirty-four cents ($3,488.34) against the bond taken from Roy L. Houck of Salem, Oregon, as principal, and Great American Indemnity Company, Wilcox Building, Portland, Oregon, as surety, for work performed as a subcontractor on Roy L. Houck Contract No. 2996, Scappoose-Multnomah County Line Section of the Columbia River Highway in Columbia County, Oregon, which was for 3.09 miles of grading and paving.

Copy of claim is attached hereto.

WARREN NORTHWEST INC.

By: A. M. EPPLING
A. M. EPPLING, Sec. - Treas.

cc - Oregon State Highway Dept.
Roy L. Houck
Great American Indemnity Co.

Endorsed: File No. 3071
Filed October [illegible], 1942
EARL SNELL, Secretary of State

WARREN NORTHWEST INC.
PORTLAND, OREGON

REFERRED TO [illegible]
BY SECRETARY

acknowledge

September [illegible]
1942

COPY

Secretary of State
State of Oregon
Salem, Oregon

Dear Sir:

We hereby present and file the enclosed claim against Roy L. Houck on Contract No. 2336, Scappoose-Multnomah County Line Section of the Columbia River Highway in Columbia County, Oregon, which was for 3.09 miles of grading and paving.

Yours very truly,
WARREN NORTHWEST INC.

A. M. Eppling
Sec. Treas.

AME bg

CC- Roy L. Houck
Oregon State Highway Dept. ✓
Great American Indemnity Co.

Enc.

RECEIVED
1 1942

WARREN NORTHWEST INC.
PORTLAND, OREGON

September 29
1 9 4 2

COPY

TO:
Secretary of the State of Oregon
Salem, Oregon

Notice is hereby given that the undersigned, Warren Northwest Inc. has a claim for furnishing and placing asphaltic concrete in the sum of three thousand four hundred eighty-eight dollars and thirty-four cents ($3,488.34) against the bond taken from Roy L. Houck of Salem, Oregon, as principal and Great American Indemnity Company, Wilcox Building, Portland, Oregon, as surety, for work performed as a subcontractor on Roy L. Houck Contract No. 2396, Scappoose-Multnomah County Line Section of the Columbia River Highway in Columbia County, Oregon, which was for 3.09 miles of grading and paving.

Copy of claim is attached hereto.

WARREN NORTHWEST INC.

BY: A M Eppling
A. M. EPPLING, Sec. - Treas.

cc - Oregon State Highway Dept. ✓
Roy L. Houck
Great American Indemnity Co.

WARREN NORTHWEST, INC.
WARREN NORTHWEST INC.
PORTLAND, OREGON

STATEMENT

Roy L. Houck
Scappoose, Oregon, Project
May, 15, 1942, Statement

Contract Items	Unit	Price	Quantities	
Class "A" Asphaltic Conc.	ton	4.40	1,522	$ 6,696.80
Class "B" Asphaltic Conc.	ton	4.40	2,713	11,937.20
Class "C" Asphaltic Conc.	ton	4.40	1,520	6,688.00
Force Account				650.57
				$25,972.57

Additions		
6/27 Invoice attached	13.50	
7/15 Invoice attached	117.67	131.17
		$26,103.74

Deductions

5/15/42 Estimate Asph. Conc. 4,778 tons
Less Asphalt furnished by us -268 "
Less sand furnished by us -675 "
3,835 tons+2700#.
2841 c.y. @ .95 $ 2,698.95

(No aggregates furnished by you after 5/15.
Pav. mix after 5/15 purchased by us from
Cascade Construction Company.)

Cash Payments			20,174.28	
Bond Premium 1% of $25,972.57			259.73	
Your 7/16 Invoice		$ 276.39		
Correction 10B Shovel & Operator 6/12 used from 2:30 to 6:00 3½ - 6½ = 3 hour adjustment.				
10B shovel 3 hrs. @ 2.50	7.50			
Shovel operator 3 hrs. @ 1.34	4.02			
6/20 Patrol operator used on detour-not chargeable to us.	1.34			
Ditto patrol blade	2.73			
6/26 Ditto	4.15			
Ditto	2.01	21.75		
Total your bill corrected			254.64	23,387.60
				$ 2,716.14
390 tons price agreement @ 2.00			780.00	
Less 1% bond			7.80	772.20
Balance due us				$ 3,488.34

COPY

WARREN NORTHWEST, INC.

P. O. Box 5072
PORTLAND, OREGON
Scappoose, Oregon
Telephone Tabor 2062

ORDER NO.
REQUISITION NO.
SHIPPED TO

DATE July 15, 1941
YOUR ORDER NO.
TERMS:

DESTINATION

Roy L. Houck

Salem, Oregon

FOR CUSTOMER'S USE

TERMS
F. O. B.
ACCOUNT
APPROVAL
TRANSP'T'N
CALCULATIONS
RECEIVAL
ADJUSTMENT
AUDITED

PAYABLE IN NEW YORK OR BOSTON FUNDS.

DATE SHIPPED
FROM
F.O.B.
RATE
PER {CWT TON
CAR INIT. AND NO.
ROUTE

RECAPITULATION OF EXTRA WORK PERFORMED FOR ROY L. HOUCK

DESCRIPTION			PRICE	AMOUNT	TOTAL
Equipment Rental					
Tandem roller	5 hr.	@	1.50	7.50	
10 ton toller	6½		2.25	14.62	
Tandem Drive grader	1½		2.75	4.13	
Labor					
Roller & Blademen	13 hr.	@	1.20	15.60	
Foreman	5		1.12½	5.63	
Rakers	9		1.00	9.00	
Laborers	94		.67½	63.45	
Insurance & Payroll taxes	12% of 93.68			11.24	
				131.17	
Less portion of above already charged on June 30, 1941, invoice				13.50	117.67

cc - W. C. Williams

WARREN NORTHWEST, INC.
P. O. Box 5072
PORTLAND, OREGON
Scappoose, Oregon
Telephone Tabor 2062

ORDER NO.
REQUISITION NO.
SHIPPED TO

DATE June 27, 1942
YOUR ORDER NO.
TERMS:

DESTINATION

Roy L. Houck
Salem, Oregon

FOR CUSTOMER'S USE
TERMS
F. O. B.
ACCOUNT
APPROVAL
TRANSP'T'N
CALCULATIONS
RECEIVAL
ADJUSTMENT
AUDITED

PAYABLE IN NEW YORK OR BOSTON FUNDS.

DATE SHIPPED
CAR INIT. AND NO.
ROUTE
FROM
F.O.B.
RATE
PER {CWT / TON

DESCRIPTION			PRICE	AMOUNT	TOTAL
Rental of 6 ton Tandem roller 6/23 & 6/26					
5 hrs.	@	1.50		7.50	
Operator's wages					
5 hrs.	@	1.20		6.00	
				13.50	

RECEIVED
MAY 7 1942
FOR FILING

27-4

May 6, 1942

Mr. Roy L. Houck
Ladd & Bush Bank Bldg.
Salem, Oregon

Dear Sir:

The State Highway Commission, at its meeting on March 20, 1942, granted you the extension of time requested, from September 30, 1941, to July 1, 1942, without penalty, in connection with contract No. 2396 for grading and surfacing the Scappoose-Multnomah County Line Section of the Columbia River Highway, in Columbia County.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

AM

cc - W. C. Williams

R

RECEIVED
JAN 21 1942
FOR FILING

27-4

January 21, 1942

Great American Indemnity Company
C. A. Tomassene
Wilcox Building
Portland, Oregon

Gentlemen:

We have today been informed through the office of the Secretary of State that the claims of Nelser Machine and Marine Works, Inc., against Roy L. Houck as principal and yourself as surety, for services rendered on contract No. 2396 for grading and paving Scappoose-Multnomah County Line Section of the Columbia River Highway, and contract No. 2437, for surfacing and oiling the Donaldson Creek-Mills Bridge and McNamara Camp Section of the Wilson River Highway, have been satisfied.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

DOD:RS

cc - Roy L. Houck
Ladd & Bush Bank Bldg.
Salem, Oregon

NOTED
D. DeSart

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

January 19, 1942

Oregon State Highway Commission
Salem, Oregon

Gentlemen: Attention Mr. H. B.Glaisyer

There is enclosed for your information, a copy of a letter from Helser Machine and Marine Works Inc. advising that their claim has been satisfied.

Very truly yours,

Earl Snell
Secretary of State

S-FM
enc. 1

COPY

HELSER MACHINE AND MARINE WORKS INC.
2401 N. W. 22nd Avenue
Portland, Oregon

RECEIVED
[illegible] 10 1942
STATE [illegible]

January 9, 1942

Honorable Earl Snell,
Secretary of State,
Salem, Oregon.

Dear Sir:

Our claim against the bond taken from Roy L. Houck, principal, and Great American Indemnity Company, surety, for work on highway contracts 2396 and 2437 in the amount of $172.71 has this day been satisfied.

Will you please release therefore our claim and oblige,

Yours very truly,

W. V. JONES
W.V. Jones, Office Mg.

REFERRED TO Desart
BY SECRETARY
note on card
advise surety + contractor

/ 27-4

~~Stencil No. 124~~

RECEIVED
22 1941
[illegible]

R

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

December 19, 1941

Ore. SN-FAP 27 (4)
Scappoose-County Line Sec.
Columbia River Highway

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the ______________ project agreement and certificate for the above-numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Sr. Highway Engineer

Encl.

Iron

/

WA4PR-12819

Form P. R. 2

State Oregon

Federal Aid Project No. SS-FAP 87 (4)

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 1st day of Nov. , 1941

by and between The Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Federal Works Administrator, hereinafter called the Administrator, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 19th day of September, 1939, a project statement, which was approved on the 26th day of March, 1940, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated for the administration of the Federal Highway Act, has furnished surveys, plans, specifications, and estimates for ~~Section~~ of said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 29th day of October 1940; and

Whereas the Administrator has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of forty-nine thousand, nine hundred and no/100 dollars ($49,900.00) as the share of the United States payable under said act on account of ~~Section~~ of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Administrator do hereby mutually agree as follows:

16—11379

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources
(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 568+09 in St. Helens and survey station 991+58 in Scappoose (excepting therefrom those portions between survey stations 658+00 and 658+53.9, and survey stations 659+22.6 and 918+00)

, length 1.414 miles, in Columbia County,

being Oregon Federal Aid project. No. NH-FAP 27 (4), consisting of

1.372 miles of roadway and three bridges, each of more than 20 feet clear span, 0.042 of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Administrator or his agents, and in accordance with the laws of said State, the rules and regulations of the Administrator, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Administrator or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Administrator, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction ~~of Section~~ .... of said project shall not in any event exceed the sum of forty-nine thousand, nine hundred and no/100 dollars ($49,900.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of eighty-four thousand, eight hundred ninety-six and 01/100 dollars ($84,896.01), the approved total estimated cost ~~of Section~~ .... of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Administrator shall from time to time draw warrants on the Secretary of the Treasury for the payment to

The State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Administrator after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

The Administrator reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. [illegible], Laws 1939.
(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Administrator on the ______ day of NOV 25 1941, 19__

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell
Chairman, State Highway Commission
(Title of officer)

By ______
Member, State Highway Commission
(Title of officer)

By ______
Member, State Highway Commission
(Title of officer)

By ______
______
(Title of officer)

By ______
______
(Title of officer)

FEDERAL WORKS ADMINISTRATOR,

By ______
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—11370

Form PR. 3—Revised

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Agency as Federal Aid Project No. SS-FAP 27 (4) State of Oregon

Second. That in accordance with said provisions I have approved the sum of $84,096.01 as the total estimated cost of said project, and the sum of $42,000.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this ______ day of ______ one thousand nine hundred and NOV 25 1941

Federal Works Administrator,

By H. J. O'Leary
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—10129

R

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DEC 15 1941
FOR FILING

27-4

12396

Salem
December 12, 1941

Scappoose job

Mr. H. G. Smith
Construction Engineer
OFFICE

I discussed this matter with Mr. Finkbiner over the 'phone. Our specifications call for intermediate grade whereas the steel which Mr. Houck has in mind is the structural grade.

There is very little difference between the grades. Personally I think the structural grade is better than the grade we specify. In view of the above I think we can Okey the specification, especially in emergencies such as these. Fink. said he was sure there was no rerolled rail steel in the lot.

CBM:MC C. B. McCullough

encl.

RECEIVED
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27-4

#2396

R

Salem
December 12, 1941

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CBM:MC

C. B. McCullough

encl.

ROY L. HOUCK
GENERAL HIGHWAY CONSTRUCTION
212 U. S. NATIONAL BANK BUILDING
SALEM, OREGON

December 10, 1941.

Mr. N. M. Finkbiner,
Engineer of Materials,
State Highway Commission,
Salem, Oregon.

Dear Sir:-

Permission is requested from you to use the Tie Bars as furnished by the Soule Steel Company of Portland, Oregon for our job at Scappoose.

Due to difficulty in obtaining tie bars that meet State Highway specifications in its entirety I unstand Soule Steel has furnished me with some material that does not meet that specification.

Very truly yours,
R L Houck
Roy L. Houck.

ECEIVED
DEC 11 1941
STATE HIGHWAY COMMISSION

COPY

ROY L HOUCK
GENERAL HIGHWAY CONSTRUCTION
212 U. S. National Bank Bldg.
Salem, Oregon

December 10, 1941

Mr. N. M. Finkbiner
Engineer of Materials
State Highway Commission
Salem, Oregon

Dear Sir:

Permission is requested from you to use the Tie Bars as furnished by the Soule Steel Company of Portland, Oregon for our job at Scappoose.

Due to difficulty in obtaining tie bars that meet State Highway specifications in its entirety I understand Soule Steel has furnished me with some material that does not meet that specification.

Very truly yours,

Roy L. Houck (Signed)

H. C. FORSBERG
PRESIDENT
R. C. LIEN
VICE-PRESIDENT
W. V. JONES
OFFICE MANAGER

HELSER MACHINE AND MARINE WORKS, INC.

DIFFICULT MACHINE PROBLEMS OUR SPECIALTY

TELEPHONE BROADWAY 6591
2401 N. W. 22ND AVENUE
PORTLAND, OREGON

R

December 4, 1941.

27-4

Oregon State Highway Commission,
Salem, Oregon.

Attn: Mr. H. B. Glaisyer, Sec.

DD:AM

Gentlemen:

In reply to your letter of December 3,1941 relative to our claim in the amount of $172.71 against the bonds taken from Roy L. Houck for work on state highway contracts No.2396 and No.2437 please be advised that our claims are as ✓ follows:

Contract No.2396	Contract No.2437
$104.31	$68.40

totalling $172.71

Trusting this information will aid you we beg to remain,

Yours very truly,

W. V. Jones

W. V. Jones, Office Mgr.

REFERRED TO [illegible]
BY SECRETARY

Write on cards

ALL AGREEMENTS ARE CONTINGENT UPON STRIKES, FIRES, ACCIDENTS, OR CAUSES BEYOND OUR CONTROL.
ALL PRICES QUOTED ARE FOR PROMPT CASH. QUOTATIONS SUBJECT TO CHANGE WITHOUT NOTICE.

December 3, 1941

Honorable Earl Snell
Secretary of State
CAPITOL

Dear Sir:

This acknowledges receipt of your letter of December 1, 1941, with copies of a claim attached which has been filed in your office by the Helser Machine & Marine Works, Inc., against the bonds taken from Roy L. Houck in connection with state highway contracts No. 2396 and No. 2437.

In accordance with our usual practice, we are today forwarding copies of the claim to the surety and the contractor.

Very truly yours,
STATE HIGHWAY COMMISSION

By

[illegible] Secretary

NOTED
D. F. DeSart

December 3, 1941

Helser Machine & Marine Works, Inc.
2401 N. W. 22nd Avenue
Portland, Oregon

Gentlemen:

The Secretary of State has forwarded to this office copies of your claim in the amount of $172.71 against the bonds taken from Roy L. Houck for work on state highway contracts No. 2396 and No. 2437.

For the benefit of our records, will you please advise us of the amount of the claim against each individual contract.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

DD:AM

NOTED
D. [illegible] DeSart

December 3, 1941

Great American Indemnity Co.
C. A. Tomassene, Agent
Wilcox Building
Portland, Oregon

Gentlemen:

date

Attached hereto is a copy of a claim which ~~has been~~ was filed with the Secretary of State by the Helser Machine & Marine Works, Inc., against the bonds taken from Roy L. Houck in connection with state highway contracts No. 2396 and No. 2437.

This information is forwarded to you inasmuch as you appear surety on the bonds furnished by Mr. Houck in connection with the above-mentioned contracts.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

AM

cc - Roy L. Houck
212 U.S.Nat'l Bank Bldg.
Salem, Oregon

NOTED
D. [illegible] DeSart

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

RECEIVED
DEC 3 - 1941
OREGON
STATE HIGHWAY COMMISSION

December 1, 1941

Oregon State Highway Commission
Salem, Oregon

Gentlemen: Attention Mr. H.B.Glaisyer

There are enclosed for your information and files, three copies of a notice of claim by Helser Machine & Marine Works Inc. for $172.71 against the bond taken from Roy Houck, principal, and Great American Indemnity Company, surety, for work on contracts #2396 & 2437, which was received and filed in this office today.

Please acknowledge receipt of the copies in order that our files may be complete.

Very truly yours,

Earl Snell
Secretary of State

S:[illegible]
encs. 3

REFERRED TO
[illegible]
BY SECRETARY
prepare usual letter

break down

COPY

HELSER MACHINE AND MARINE WORKS, INC.

2401 N. W. 22nd Avenue
Portland, Oregon
November 29, 1941.

Earl Snell,
Secretary of State,
Salem, Oregon.

Honorable Secretary:

Notice is hereby given that the undersigned, Helser Machine & Marine Works Inc., 2401 N.W. 22nd Ave. Portland, Oregon, has a claim for repairs and supplies in the sum of $172.71 against the bonds furnished by the Great American Indemnity Company, through their resident agent, Mr. C.A.Tomassene, Wilcox Building, Portland, Oregon, for work covered by Oregon State Highway Commission Contract No. 2396, for 3.09 miles grading and paving on the Scappoose-Multnomah County Line Section of the Columbia River Highway, in Columbia County and for work covered by Oregon State Highway Commission Contract No. 2327 for 14.21 miles surfacing and 15.22 miles oiling on the Donaldson Creek-Mills Bridge and McNamara Camp Sections of the Wilson River Highway, in Tillamook and Washington Counties, with Mr. Roy Houck, Contractor of Salem, Oregon.

Yours very truly,

W. V. JONES
W. V. Jones
Office Manager

Endorsed: File No. 3007
Filed 12/1/41
EARL SNELL
Secretary of State

P.

RECEIVED
NOV 28 1941
FOR FILING

27-4

November 28, 1941

Helser Machine and Marine Works, Inc.
2401 N.W. 22nd Avenue
Portland, Oregon

Gentlemen: **Attention W. V. Jones**

In accordance with your letter of November 27 we advise that Roy L. Houck has contract No. 2396, for 3.09 miles grading and paving on the Scappoose-Multnomah County Line Section of the Columbia River Highway, in Columbia County.

This contract was bonded by the Great American Indemnity Company, through its resident agent, C. A. Tomassene, Wilcox Building Portland. Although the specified date of completion thereon was September 30, 1941, this job has not yet been completed by the contractor and of course cannot be accepted by the Commission until after completion.

Mr. Houck also has contract No. 2437, for 14.21 miles surfacing and 15.22 miles oiling on the Donaldson Creek-Mills Bridge and McNamara Camp Sections of the Wilson River Highway, in Tillamook and Washington Counties. This contract was also bonded by the Great American Indemnity Company, through its resident agent, C. A. Tomassene.

This contract was completed October 15, 1941, and accepted by the Highway Commission on November 17, 1941.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

DGD:RS

NOTED
D. Debart

C. FORSBERG
PRESIDENT
R. C. LIEN
VICE PRESIDENT
W. V. JONES
OFFICE MANAGER

HELSER MACHINE AND MARINE WORKS, INC.
DIFFICULT MACHINE PROBLEMS OUR SPECIALTY

TELEPHONE BROADWAY 6591
2401 N. W. 22ND AVENUE
PORTLAND, OREGON

November 27,1941.

Oregon State Highway Commission,
Salem,Oregon.

Gentlemen:

Would you please be so kind as to give us the following information:

In July of this year we did considerable repair work for Mr. Roy Houck, contractor, of Salem, Oregon and again in September. Could you please give us the official designation of the various jobs he was on during those times?

In July his job was at Scappoose, crushing rock for highway use.

In September his job was at Glenwood, approximately, Wilson River route,crushing rock for highway use.

In addition could you tell us if these jobs have been accepted or not, and if accepted what dates they were accepted. Also would appreciate having the name and address of the bonding companies who bonded the jobs.

Trusting to hear from you as soon as convenient we beg to remain,

Yours very truly,

W. V. Jones

W. V. Jones, Office Mgr.

REFERRED TO [illegible]
BY SECRETARY

prepare reply

ALL AGREEMENTS ARE CONTINGENT UPON STRIKES FIRES ACCIDENTS OR CAUSES BEYOND OUR CONTROL
ALL PRICES QUOTED ARE FOR PROMPT CASH QUOTATIONS SUBJECT TO CHANGE WITHOUT NOTICE

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OCT 31 1941
FOR FILING

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

(Stencil #28)

RECEIVED
OCT 7 - 1941

POST OFFICE BUILDING
PORTLAND, OREGON

IN YOUR REPLY PLEASE REFER TO FILE No. Oregon SN-FAP 27 (4)
North Scappoose Section
Columbia River Highway

27-4

October 4, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature and return to this office.

Enclosed is an approved copy of the detail estimate, upon which the agreement was based, together with approved copy of specifications.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Sr. Highway Engineer

Jcoo

R

RECEIVED
SEP 19 1941
FOR FILING

27-4

#2396

September 17, 1941

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

We are enclosing herewith seven copies of estimate as basis for project agreement for the North Scappoose Section, Project No. SN-FAP 27 (4).

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

RECEIVED

Oregon State Highway Department

Federal Aid Project
No. NH-FAP 97 (A)

NORTH SCAPPOOSE SECTION OF THE COLUMBIA RIVER HIGHWAY IN COLUMBIA COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, September 11, 1941

WORK OUTSIDE CITIES

28' Roadway (Sta. 949+00 to 972+50) (Contract No. 2396)

All Required		Clearing and Grubbing		$ 133.00
380	cu. yds.	Borrow at Sta. 951, Unclassified	$ .25	95.00
22	cu. yds.	General Excavation, Unclassified	.15	3.30
250	yd. mi.	Truck Haul	.10	25.00
0.41	mile	Finishing Roadbed and Slopes	300.00	123.00
1,680	tons	3½" – 2" Material in Base	.85	1,428.00
130	tons	2" – 0" Material in Base and Shoulders	.85	110.50
1,340	tons	3/4" – 0" Material in Base and Shoulders	.85	1,139.00
110	M-gals.	Sprinkling	1.00	110.00
570	tons	Class "A" Asphaltic Concrete	4.40	2,508.00
447	tons	Class "B" Asphaltic Concrete	4.40	1,966.80
442	tons	Class "C" Asphaltic Concrete	4.40	1,944.80
50	cu. yds.	Filler	.30	15.00
100	yd. mi.	Hauling Filler	.10	10.00
		Subtotal		$ 9,611.40
		10% Engr. & Cont.		961.14
		Total		$ 10,572.54

Length of Roadway .409 mile
Cost per mile, Roadway $ 25,849.73

20' Roadway (Sta. 972+50 to 979+74.6) (Contract No. 2396)

All Required		Clearing and Grubbing		$ 42.00
3,800	cu. yds.	Borrow at Sta. 951, Unclassified	$ .25	950.00
4	cu. yds.	General Excavation, Unclassified	.15	.60
3,730	yd. mi.	Truck Haul	.10	373.00
0.13	mile	Finishing Roadbed and Slopes	300.00	39.00
980	tons	3½" – 2" Material in Base	.85	833.00
80	tons	2" – 0" Material in Base and Shoulders	.85	68.00

795	tons	3/4" - 0" Material in Base and Shoulders	$ .85	$ 675.75
75	M-gals.	Sprinkling	1.00	75.00
225	tons	Class "A" Asphaltic Concrete	4.40	990.00
135	tons	Class "B" Asphaltic Concrete	4.40	594.00
100	tons	Class "C" Asphaltic Concrete	4.40	440.00
20	cu. yds.	Filler	.30	6.00
40	yd. mi.	Hauling Filler	.10	4.00
		Subtotal		$ 5,050.35
		10% Engr. & Cont.		505.03
		Total		$ 5,555.38
		Length	0.130 mile	
		Cost per mile	$ 42,733.69	

WORK INSIDE CITY OF SCAPPOOSE

28' Roadway (Sta. 979+34.5 to 990+50) (Contract No. 2396)

All Required		Clearing and Grubbing		$ 68.00
270	sq. yds.	Removal of Walks	$ .25	67.50
385	lin. ft.	Removal of Curbs	.10	38.50
130	cu. yds.	Structural Excavation, Unclassified	1.00	130.00
820	cu. yds.	Borrow at Sta. 951, Unclassified	.25	205.00
714	cu. yds.	General Excavation, Unclassified	.15	107.10
820	yd. mi.	Truck Haul	.10	82.00
0.21	mile	Finishing Roadbed and Slopes	300.00	63.00
15	cu. yds.	Concrete Curbs	16.00	240.00
24	sq. yds.	Concrete Driveways	1.50	36.00
215	sq. yds.	Concrete Walks	1.45	311.75
45	lin. ft.	Expansion Joints in Concrete Walks	.10	4.50
970	tons	3/4" - 2" Material in Base	.85	824.50
70	tons	2" - 0" Material in Base and Shoulders	.85	59.50
875	tons	3/4" - 0" Material in Base and Shoulders	.85	743.75
55	M-gals.	Sprinkling	1.00	55.00
240	tons	Class "A" Asphaltic Concrete	4.40	1,056.00
220	tons	Class "B" Asphaltic Concrete	4.40	968.00
210	tons	Class "C" Asphaltic Concrete	4.40	924.00
20	cu. yds.	Filler	.30	6.00
40	yd. mi.	Hauling Filler	.10	4.00
		Subtotal		$ 5,984.10
		10% Engr. & Cont.		598.41
		Total		$ 6,582.51
		Length	0.211 mile	
		Cost per mile	$ 31,196.72	

20' Roadway (Sta. 990+40 to 991+50) (Contract No. 2396)

All Required		Clearing and Grubbing		$ 6.00
190	sq. yds.	Removal of Pavement	$ .25	47.50
60	sq. yds.	Removal of Walks	.25	15.00
105	lin. ft.	Removal of Curbs	.10	10.50
20	cu. yds.	Structural Excavation, Unclassified	1.00	20.00
30	cu. yds.	General Excavation, Unclassified	.15	4.50
.02	mile	Finishing Roadbed and Slopes	300.00	6.00
4	cu. yds.	Concrete Curbs	16.00	64.00
60	sq. yds.	Concrete Walks	1.45	87.00
15	lin. ft.	Expansion Joints in Concrete Walks	.10	1.50
140	tons	2½" - 2" Material in Base	.85	119.00
15	tons	2" - 0" Material in Base and Shoulders	.85	12.75
130	tons	3/4" - 0" Material in Base and Shoulders	.85	110.50
5	M-gals.	Sprinkling	1.00	5.00
33	tons	Class "A" Asphaltic Concrete	4.40	145.20
20	tons	Class "B" Asphaltic Concrete	4.40	88.00
16	tons	Class "C" Asphaltic Concrete	4.40	70.40
10	cu. yds.	Filler	.30	3.00
20	yd. mi.	Hauling Filler	.10	2.00
		Subtotal		$ 817.85
		10% Engr. & Cont.		81.78
		Total		$ 899.63

Length .018 mile
Cost per mile $ 49,979.44

WORK INSIDE CITY OF ST. HELENS

20' Roadway (Sta. 568+09 to 595+38) (Contract No. 2441)

All Required		Clearing and Grubbing		$ 300.00
2,800	sq. yds.	Removing Old Pavement	$ .20	560.00
80	cu. yds.	Structural Excavation, Unclassified	1.50	120.00
5,940	cu. yds.	General Excavation, Unclassified	.75	4,455.00
8,500	yd. sta.	Short Overhaul	.02	170.00
70	C-yd.-sta.	Long Overhaul	.50	35.00
0.52	miles	Finishing Roadbed and Slopes	800.00	416.00
80	lin. ft.	12" Concrete Pipe	1.25	100.00
70	lin. ft.	18" Concrete Pipe	2.35	164.50
80	lin. ft.	24" Concrete Pipe	3.25	260.00
3,360	tons	2½" - 2" Rock in Base	1.50	5,040.00
2,560	tons	3/4" - 0" Rock in Base and Shoulders	1.50	3,840.00
100	M-gals.	Sprinkling	2.50	250.00
900	tons	Class "A" Asphaltic Concrete	5.40	4,860.00

548	tons	Class "B" Asphaltic Concrete	$ 5.40	$ 2,959.20
330	tons	Class "C" Asphaltic Concrete	5.40	1,782.00
			Subtotal	$ 25,311.70
			10% Engr. & Cont.	2,531.17
			Total	$ 27,842.87

Length 0.527 mile
Cost per mile $ 53,354.68

24' Roadway (Sta. 595+38 to 600+00) (Contract No. 2441)

56	tons	Class "B" Asphaltic Concrete	$ 5.40	$ 302.40
66	tons	Class "C" Asphaltic Concrete	5.40	356.40
			Subtotal	$ 658.80
			10% Engr. & Cont.	65.88
			Total	$ 724.68

Length 0.087 mile
Cost per mile $ 8,329.65

BRIDGES (OUTSIDE CITIES)

McNulty Creek Bridge (Sta. 650+53.9 to 650+82.6) (Contract No. 2415)

All Required		Preparation of Existing Bridge and Maint. Traffic (10%)		$ 120.00
All Required		Shoring, Cribbing, Etc. (15%)		555.00
170	cu. yds.	Structural Excavation	$ 1.00	170.00
6	cu. yds.	Structural Excavation Below Plans	3.00	18.00
80	cu. yds.	Class "A" Concrete	24.00	1,920.00
10,400	lbs.	Metal Reinforcement	.0525	546.00
76	lin. ft.	Metal Handrail	4.50	342.00
				$ 3,671.00

North Fork Scappoose Creek Bridge (Sta. 950+66.2 to 951+53.9) (Contract No. 2415)

All Required		Preparation of Existing Bridge and Maint. Traffic (40%)		$ 320.00
All Required		Shoring, Cribbing, Etc. (25%)		925.00
320	cu. yds.	Structural Excavation	$ 1.00	320.00
11	cu. yds.	Structural Excavation Below Plans	3.00	33.00
970	lin. ft.	Furnish Untreated Piling	.18	174.60
49	only	Drive Untreated Piles	11.00	539.00
180	cu. yds.	Class "A" Concrete	24.00	4,320.00
20,600	lbs.	Metal Reinforcement	.0525	1,081.50
192	lin. ft.	Metal Handrail	4.50	864.00
				$ 8,577.10

South Fork Scappoose Creek Bridge (Sta. 969+99.1 to 971+02.7)
(Contract No. [illegible])

All Required		Preparation of Existing Bridge and Maint. Traffic (4%)		$ 350.00
All Required		Shoring, Cribbing, Etc. (60%)		2,090.00
690	cu. yds.	Structural Excavation	$ 1.00	690.00
23	cu. yds.	Structural Excavation Below Plans	3.00	69.00
1,880	lin. ft.	Furnish Untreated Piling	.18	338.40
108	only	Drive Untreated Piles	11.00	1,188.00
400	cu. yds.	Class "A" Concrete	24.00	9,600.00
39,000	lbs.	Metal Reinforcement	.0525	2,047.50
242	lin. ft.	Metal Handrail	4.50	1,089.00
				$ 17,495.90

Subtotal	$ 29,744.00
10% Engr. & Cont.	2,974.40
Total	$ 32,718.40

Length of Bridges .042 mile

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	Federal Aid Funds	State Funds
	ROADWAY		
Outside City			
28' Roadway	$ 10,572.54	$ 6,214.00	$ 4,358.54
20' Roadway	5,555.38	3,265.00	2,290.38
Inside City of Scappoose			
28' Roadway	6,582.51	3,869.00	2,713.51
20' Roadway	899.63	529.00	370.63
Inside City of St. Helens			
20' Roadway	27,842.87	16,365.00	11,477.87
24' Roadway	724.68	426.00	298.68
	STRUCTURES		
Outside City			
3 Bridges	32,718.40	19,232.00	13,486.40
	$ 84,896.01	$ 49,900.00	$ 34,996.01

1941 Federal Aid Funds	$ 17,500.00	0.496 mile
1942 Federal Aid Funds	32,400.00	0.918 mile

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

RECEIVED
SEP 9 1941
FOR FILING

27-4.

#2396

September 9, 1941

Pope and Talbot, Inc.
McCormick Terminal
Portland, Oregon

Attention: Mr. G. P. Farrell, Accounting Department

Gentlemen:

Reply is made to your letter of September 4, requesting the name of the surety on the bond furnished by Mr. Roy L. Houck for state highway construction near Scappoose, Oregon, and the name of the surety on the bond furnished by Mr. William Zickler for state highway construction at Lakeview.

The descriptions which you have given, as to the projects on which these contractors are employed, are rather indefinite; however, I believe that the Houck contract is state contract No. 2396, for grading and paving of the Scappoose-Multnomah County Line Section of the Columbia River Highway of Multnomah County. The bond furnished by Mr. Houck in connection with this job was written by the Great American Indemnity Company, for whom Mr. C. A. Tomassene was agent, in the Wilcox Building, Portland.

As to Mr. William Zickler, I must advise that the only contract which he ever had with the State Highway Commission is for construction of a bridge over Canyon Creek near John Day, contract No. 2341. The bond furnished by Mr. Zickler in connection with this job was written by the Great American Indemnity Company, for whom the Harvey Wells-Reed Insurance Agency were local agents, whose offices are in the Failing Building, Portland. I do not believe that this is the job which you have in mind. If you could give us more definite information as to the work that he was doing, perhaps I can give you additional information. I might suggest that he was a sub-contractor.

#2404

Very truly yours,

Secretary

HBG/mm

YORK SAN FRANCI LOS ANGELES ATTLE

POPE & TALBOT, INC.
LUMBER DIVISION

McCORMICK TERMINAL
PORTLAND, OREGON

PORTLAND
MILLS AT
ST. HELENS, OREGON
PORT GAMBLE, WASHINGTON
CREOSOTING PLANT
ST. HELENS, OREGON

Cable Address
"TALBOT"

RECEIVED
SEP 5 - 1941
STATE HIGHWAY COMMISSION

September 4, 1941

Mr. H. B. Glaisyer, Secretary
State Highway Commission
Salem, Oregon

Dear Sir:

We have recently sold Green Lumber to Mr. R. L. Houck of Salem, for use in State highway construction around Scappoose, Oregon. Creosoted Lumber has also been sold to Mr. W. Zickler at Lakeview, Oregon for some State highway construction.

Our terms of sale are now long since past due, particularily in the case of Houck, and we are experiencing difficulty in collecting the money due for materials sold.

We would therefore appreciate very much, if you could inform us at your earliest convenience the name of the bonding companies who have underwritten the above mentioned contractors so that we may take the necessary steps for collection.

Very truly yours,

G.P. Farrell
G. P. Farrell
Accounting Department

GPF:MM

ANSWERED
H. B. GLAISYER

P

RECEIVED
JUL 30 1941
FOR FILING

27-4

July 30, 1941

Mr. M. R. Klepper
Attorney at Law
1121 Yeon Building
Portland, Oregon

Dear Sir:

Reply is made to your letter of July 28 regarding the claim of E. R. and Christina Stromquist, against a state highway contractor near St. Helens.

From the information given in your letter, we are unable to identify the contractor's equipment that was involved in the accident. The State Highway Commission, on December 11, 1940, awarded a contract to Mr. Roy L. Houck for grading and surfacing the Scappoose-Multnomah County Line Section of the Columbia River Highway, in Columbia County, being Contract No. 2396. Our records disclose that Mr. Houck sublet a portion of this work to Warren Northwest, Inc. This work consists of the placing of all the asphaltic concrete work and the paving work. The records also disclose that the furnishing and driving of certain piling in connection with this job was sublet to a man by the name of R. G. Barnes.

The address of the original contractor, Roy L. Houck, is Pioneer Trust Building, Salem, Oregon; and the address of Warren Northwest, Inc., is P. O. Box 5072, Portland, Oregon. The address of R. G. Barnes is P. O. Box 586, Scappoose, Oregon.

Very truly yours,

Secretary

HBG:RS

MILTON R. KLEPPER
ATTORNEY AT LAW
SUITE 1121 YEON BUILDING
520 SOUTHWEST FIFTH AVENUE
PORTLAND, OREGON

C. CORWIN CALAVAN
F. C. ROBINSON

TELEPHONE
ATWATER 9474

July 28, 1941.

State Highway Commission,
Salem, Oregon.

Gentlemen:

Re: [illegible] and Christina Stromquist -
Contractor; Near St. Helens,
Oregon; 7-21-41.

Mr. and Mrs. Stromquist have conferred with this office relative to damages sustained by them on account of a collision with equipment in road construction work at a point about six miles south of St. Helens, one mile north of Scappoose and about twenty-two miles from Portland.

Mrs. Stromquist received serious personal injuries and we would thank you if you would send us the name and address of the party or parties now on the work at this point, in order that this claim may be presented. It would be our opinion that the contractor rather than the Commission would be responsible.

We will thank you for an immediate reply giving us this information.

Very truly yours,

M. R. Klepper.

MRK:EA

#2396 Roy L. Houck
Warren Northwest Subs
Placed all asphaltic conc. Pavem
#42-3-4
R.G. Barnes subbed furnish and driv piles #19 + 20

ANSWERED
H. B. GLAISYER

R

RECEIVED
[illegible]
FOR FILING

27-4

#2396

Salem, Oregon
July 21, 1941

Mr. R. L. Porter
Resident Highway Engineer
9200 S. E. McLoughlin Blvd.,
Portland, Oregon

Dear Sir:

Enclosed is a copy of a letter from the Soule Steel Company, Portland, Oregon, requesting certain information regarding dowels, dowel sleeves and tie bars required for the "Scappoose-Multnomah County Line Section," grading and paving project.

Will you kindly secure this information and advise the Soule Steel Company as soon as possible.

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dict. by F. D. Morgan/HR

Encl.

COPY

SOULE' STEEL COMPANY
Iron and Steel Products
2727 N. W. 35th Avenue
Portland, Oregon

July 19, 1941

Oregon State Highway Commission,
Attention Mr. Reeves,
Salem, Oregon.

Subject - Rice Hill Turkey Hill Sect. Grading, Douglas Co.
Scappoose Co. Mult. Co. Line Sect. Grading, Columbia Co.
Mr. Roy L. Houck, contractor

Gentlemen:-

We have been requested by Mr. Houck to furnish him the tie bars, dowels and dowel sleeves for the above projects. Will you kindly secure information as to the number of dowels, dowel sleeves and tie bars required for each project from your respective resident engineers and advise us as soon as possible.

We have received information from your office for the North Marshfield Section grading in Coos County for which Mr. Houck is also the contractor.

Sincerely yours,

SOULE' STEEL COMPANY.

(Signed) M. E. BUSH
M. E. Bush

MEB/O

RECEIVED
JUN 11 194

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1
POST OFFICE BUILDING
PORTLAND, OREGON

RECEIVED
JUN 11 1941
STATE HIGHWAY COMMISSION

IN YOUR REPLY PLEASE REFER TO FILE No.

Stencil No. 121
Oregon/SN FAP 171-B (1)
Scappoose-County Line Sec.
Columbia River Highway

SN-FAP-171-R-1

June 10, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the ________________ project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By T. M. Davis
T. M. Davis
Sr. Highway Engineer

Encls.

Ian

wa4721-10350

Form P. R. 2

State Oregon

Federal Aid Project No. 171-B(1)

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 2nd day of May, 1944

by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Federal Works Administrator, hereinafter called the Administrator, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 13th day of October, 1941, a project statement, which was approved on the 30th day of November, 1941, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated for the administration of the Federal Highway Act, has furnished surveys, plans, specifications, and estimates for Section B(1) of said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 29th day of October 1943; and

Whereas the Administrator has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of forty-two thousand, six hundred fifty and 00/100 dollars ($42,650.00) as the share of the United States payable under said act on account of Section B(1) of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Administrator do hereby mutually agree as follows:

16—11379

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(a) By the State from Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939.
(Include date and citation of act of legislature by which authorized)

(b) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 126+00 in Scappoose, and survey station 4+89.9 in the SE 1/4, Section 24, T. 3 N., R. 2 W., W. M.

, length 2.24 miles, in Columbia County, being Section B(1) of Oregon Federal Aid project No. 171, consisting of 2.24 miles of roadway and no bridges, ~~each~~ of more than 20 feet clear span, ~~[illegible] miles in length.~~

2u-

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Administrator or his agents, and in accordance with the laws of said State, the rules and regulations of the Administrator, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Administrator or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Administrator, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section B(1) of said project shall not in any event exceed the sum of forty-two thousand, six hundred fifty and 00/100 dollars ($42,650.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of sixty-nine thousand, nine hundred sixteen and 64/100 dollars ($69,916.64), the approved total estimated cost of Section B(1) of said project.

PAYMENTS

Article V. As the construction of said project progresses, the Administrator shall from time to time draw warrants on the Secretary of the Treasury for the payment to State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon

(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Administrator after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

The Administrator reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

Article VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 529, Laws 1939.

(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Administrator on the ______ day of MAY 22 1941, 19__

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell
Chairman, State Highway Commission
(Title of officer)

By Herman W. Oliver
Member, State Highway Commission
(Title of officer)

By ______
Member, State Highway Commission
(Title of officer)

By ______
______
(Title of officer)

By ______
______
(Title of officer)

FEDERAL WORKS ADMINISTRATOR,

By H. J. O'Leary
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—11370

Form PR. 8—Revised

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Agency as Federal Aid Project No. 171-B(1) State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 69,916.64 as the total estimated cost of said project, and the sum of $ 42,650.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this .... day of ....
one thousand nine hundred and MAY 22 1941

FEDERAL WORKS ADMINISTRATOR,

By H. J. O'Leary
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—10129

RECEIVED
MAY 15 1941
FOR FILING

27-4

#2396

[illegible]

Salem, Oregon
May 13,1941

Agreement with City of Scappoose
covering water pipe lines.

Relative Indexed
Under
Scappoose

Mr. H. G. Smith:

We hand you herewith three fully executed copies and one unexecuted copy of the agreement with the City of Scappoose providing for the construction of a new water pipe line, necessitated by the construction of the Lower Columbia River Highway in this town.

Will you please see that one copy is forwarded to the City of Scappoose. The other copies are for your own disposal. Mr. Glaisyer has retained the original for the Commission's records and files.

C. B. McCullough

MEL

letter to city
with one copy
of agreement -
cc of letter to
hqs together
with 2 copies
of agreement

STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 12, 1941

Subject: Agreement with Scappoose
covering water pipe line.

ough
Engineer

eturning to you herewith three copies of the
he City of Scappoose providing for construction
ipe line, necessitated by the construction of
ia River Highway in this town.

I have retained the original for the Commission's records and files.

Very truly yours,

Secretary

HBG:RS

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 12, 1941

Subject: Agreement with Scappoose covering water pipe line.

To:

Mr. C. B. McCullough
Assistant Chief Engineer

Dear Sir:

I am returning to you herewith three copies of the agreement with the City of Scappoose providing for construction of a new water pipe line, necessitated by the construction of the Lower Columbia River Highway in this town.

I have retained the original for the Commission's records and files.

Very truly yours,

Secretary

HBG:RS

RECEIVED
JUL 14 1941
FOR FILING

RECEIVED
MAY 7 1941

(58)

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
May 6, 1941

Subject: Scappoose Water Pipe

To: Mr. R. H. Baldock
Chief Engineer
State Highway Department
Salem, Oregon

Dear Sir:

Yesterday I handed to Councilman Klum at Scappoose copies of the contract between the State and City of Scappoose covering installation of new wood water pipe. He read them and said they were in accordance with the agreement reached by you, Mayor Butler, and him. He was to present this to the Council last night for approval, and agreed to mail it to you today if approved. Otherwise, some of the Council would appear at the Commission meeting on May 8.

Please advise me as soon as the agreement has been approved so that I may order the wood water pipe through the Board of Control. This should be expedited to avoid delay to our contractor.

Yours very truly,

EACollier
E. A. Collier
Division Engineer

EAC:IH
cc: H. G. Smith

Mr Baldock
agreement recd from
cty this A.M. - you and
two copies there
they now go to the Commission
HGS

NOTED
State Highway Engineer

M
A

RECEIVED
MAY 6 1941
FOR FILING

Adm
Permits
Const - Pipe Line

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon

May 3, 1941

Subject: Scappoose Water Pipe Line

To:

Mr. E. A. Collier
Division Engineer
Oregon State Highway Dept.
9200 S. E. McLoughlin Blvd.
Portland, Oregon

Dear Sir:

We are enclosing the original and three copies of proposed agreement between the State Highway Commission and the City of Scappoose covering the installation of a new wood water pipe line to replace the existing pipe line of the City, which will be destroyed by the highway construction work.

Kindly examine the said agreement and if it meets with your approval you may forward it to the city officials for execution. After they have executed the same please return it for signature by the Commission.

Yours very truly,

J. M. DEVERS

By

W. A. MARTIN
Office Attorney

Enclosures
WAM:AN
cc Mr. R. H. Baldock ✓
Mr. H. G. Smith

NOTED
L. B. McCullough

FORM E-30 REVISED 25M 1-41

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
May 1, 1941

Subject: Scappoose Water Pipe

To: Mr. J. M. Devers
Chief Council
State Highway Department
Salem, Oregon

REFERRED TO
By Chief Engineer

agenda

Dear Sir:

A tentative agreement was reached between City officials of Scappoose and Mr. Baldock, relative to their water pipes on Columbia River Highway. Mr. Baldock wishes to prepare an agreement, and asked that I send you the information to be incorporated therein:

WHEREAS, the State Highway Department is improving Columbia River Hwy. in the vicinity of Scappoose by grading and paving, and

WHEREAS, a part of such paving will cover existing wood water pipe, approximately 18 years old, belonging to the City of Scappoose, and,

WHEREAS, both the State Highway Department and the City of Scappoose desire installation of a new wood water pipe on a location outside of such proposed pavement area, now therefore it is hereby agreed:

1. The State will purchase and install new wood water pipe of the same size, strength and character as the existing wood water pipe was when installed, such new pipe to extend from Station 115+55 at the schoolhouse corner to Station 128 near the church and from Station 993+05 near the Newman place to Station 981+90 at Wikstrom Garage. The trench shall be dug to grade not less than 18" below the existing ground surface, and after the pipe is installed it shall be tested before being covered.

2. The State shall move and re-connect the hydrants, meters, and service connections along the new pipe.

3. The State will hire Mr. Austin to act as Foreman during installation of the new pipe and the moving and re-connecting of the water facilities.

4. The State will pay, in the first instance, for all of the above labor and materials, and the City of Scappoose will reimburse the State for 75% of the cost of the new pipe. It is agreed that such reimbursement shall not exceed $750.00. The time of such reimbursement shall be as follows:

This agreement is to be acted upon by the City of Scappoose at their regular meeting on May 5, and is to be presented to the State Highway Commission on May 8. This work must be expedited in order to keep out of the contractor's way. The time of reimbursement will probably be within 90 days after completion of the water pipe, but it was agreed that this space would be left blank to be filled in by the Council.

We plan to buy the pipe on Purchase Order, and to install it under State Force Work on contract project. The trench will be dug by the contractor at his contract price for structural excavation.

Yours very truly,

E. A. Collier
Division Engineer

EAC:IH
cc: R. H. Baldock ✓
H. G. Smith

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

(Stencil #28)

POST OFFICE BUILDING
PORTLAND, OREGON

IN YOUR REPLY PLEASE
REFER TO FILE No. Oregon FAP 171-B(1)
The Scapoose-Multnomah
County Line Sec. of the
Columbia River Highway

April 8, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature and return to this office.

Enclosed is an approved copy of the detail estimate, upon which the agreement was based, together with approved copy of specifications.

Very truly yours,

W. H. LYNCH
District Engineer

By LJCaufield
L. J. Caufield
Sr. Highway Engineer

Encls.

a

RECEIVED

171-B-1

March 11, 1941

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

We are enclosing herewith seven copies of estimate as basis for project agreement for the Scappoose-Multnomah County Line Section, Project No. FA 171-B (1).

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department Federal Aid Project No. 171-B (1)

SCAPPOOSE-MULTNOMAH COUNTY LINE SECTION

OF THE COLUMBIA RIVER HIGHWAY IN COLUMBIA COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, February 18, 1942

INSIDE CITY OF SCAPPOOSE

40' Asphaltic Pavement (Sta. 126+00 to 115+25)

All Required		Clearing and Grubbing		$ 66.00
610	sq. yds.	Removal of Walks	$ 0.25	152.50
1,030	lin. ft.	Removal of Curbs	0.10	103.00
7	cu. yds.	Structural Excavation, Unclassified	1.00	7.00
770	cu. yds.	General Excavation, Unclassified	0.15	115.50
50	yds. mi.	Truck Haul	0.10	5.00
0.20	mile	Finishing Roadbed and Slopes	300.00	60.00
78	lin. ft.	12" Corr. Metal Pipe	1.35	105.30
41	cu. yds.	Concrete Curbs	16.00	656.00
12	sq. yds.	Concrete Driveways	1.50	18.00
610	sq. yds.	Concrete Walks	1.45	884.50
125	lin. ft.	Expansion Joints in Concrete Walks	0.10	12.50
1,000	tons	3½" - 2" Material in Base	0.85	850.00
130	tons	2" - 0" Material in Base and Shoulders	0.85	110.50
755	tons	3/4" - 0" Material in Base and Shoulders	0.85	641.75
17	cu. yds.	Filler	0.30	5.10
34	yd. mi.	Hauling Filler	0.10	3.40
100	M-gal.	Sprinkling	1.00	100.00
92	tons	Class "A" Asphaltic Concrete	4.40	404.80
430	tons	Class "B" Asphaltic Concrete	4.40	1,892.00
315	tons	Class "C" Asphaltic Concrete	4.40	1,386.00
			Subtotal	$ 7,578.85
			10% Engr. & Cont.	757.88
			Total	$ 8,336.73

Length 0.204 mile

Cost per mile $ 40,866.32

20' Asphaltic Pavement (Sta. 115+25 to 108+03.3)

All Required		Clearing and Grubbing		$ 44.00
43	cu. yds.	Structural Excavation, Unclassified	$1.00	43.00
700	cu. yds.	General Excavation, Unclassified	0.15	105.00
0.14	mile	Finishing Roadbed and Slopes	300.00	42.00
190	lin. ft.	12" Sewer Pipe	0.85	161.50
133	lin. ft.	18" Corr. Metal Pipe	1.35	179.55
65	lin. ft.	18" Concrete Pipe	2.25	146.25
1	only	Concrete Catch Basins	25.00	25.00
30	tons	3½" - 2" Material in Base	0.85	25.50
175	tons	2" - 0" Material in Base and Shoulders	0.85	148.75
280	tons	3/4" - 0" Material in Base and Shoulders	0.85	238.00
60	tons	3/4" - 0" Material in Footpath Foundation Course	1.00	60.00
23	cu. yds.	Filler	0.30	6.90
46	yd. mi.	Hauling Filler	0.10	4.60
30	M-gal.	Sprinkling	1.00	30.00
62	tons	Class "A" Asphaltic Concrete	4.40	272.80
210	tons	Class "B" Asphaltic Concrete	4.40	924.00
125	tons	Class "C" Asphaltic Concrete	4.40	550.00
		Subtotal		$ 3,006.85
		10% Engr. & Cont.		300.68
		Total		$ 3,307.53
		Length	0.137 mile	
		Cost per mile	$ 24,142.55	

OUTSIDE CITY OF SCAPPOOSE

20' Asphaltic Pavement (Sta. 108+03.3 to 99+00)
(Sta. 25+00 to 4+89.9)

All Required		Clearing and Grubbing		$ 101.00
347	cu. yds.	Structural Excavation, Unclassified	$1.00	347.00
210	cu. yds.	Trench Excavation, Unclassified	0.75	157.50
2,330	cu. yds.	General Excavation, Unclassified	0.15	349.50
240	yd. mi.	Truck Haul	0.10	24.00
0.56	mile	Finishing Roadbed and Slopes	300.00	168.00
110	lin. ft.	12" Sewer Pipe	0.85	93.50
175	lin. ft.	12" Corr. Metal Pipe	1.35	236.25
15	lin. ft.	12" Concrete Pipe	1.00	15.00
170	lin. ft.	18" Concrete Pipe	2.25	382.50
40	lin. ft.	Salvaging Culvert Pipe	0.50	20.00
400	tons	3½" - 2" Material in Base	0.85	340.00

20' Asphaltic Pavement (Sta. 115+25 to 108+03.3)

All Required		Clearing and Grubbing		$ 44.00
43	cu. yds.	Structural Excavation, Unclassified	$1.00	43.00
700	cu. yds.	General Excavation, Unclassified	0.15	105.00
0.14	mile	Finishing Roadbed and Slopes	300.00	42.00
190	lin. ft.	12" Sewer Pipe	0.85	161.50
133	lin. ft.	12" Corr. Metal Pipe	1.35	179.55
65	lin. ft.	18" Concrete Pipe	2.25	146.25
1	only	Concrete Catch Basins	25.00	25.00
30	tons	3½" - 2" Material in Base	0.85	25.50
175	tons	2" - 0" Material in Base and Shoulders	0.85	148.75
280	tons	3/4" - 0" Material in Base and Shoulders	0.85	238.00
60	tons	3/4" - 0" Material in Footpath Foundation Course	1.00	60.00
23	cu. yds.	Filler	0.30	6.90
46	yd. mi.	Hauling Filler	0.10	4.60
30	M-gal.	Sprinkling	1.00	30.00
62	tons	Class "A" Asphaltic Concrete	4.40	272.80
210	tons	Class "B" Asphaltic Concrete	4.40	924.00
125	tons	Class "C" Asphaltic Concrete	4.40	550.00
			Subtotal	$ 3,006.85
			10% Engr. & Cont.	300.68
			Total	$ 3,307.53
		Length	0.137 mile	
		Cost per mile	$ 24,142.55	

OUTSIDE CITY OF SCAPPOOSE

20' Asphaltic Pavement (Sta. 108+03.3 to 99+00)
(Sta. 28+00 to 4+69.9)

All Required		Clearing and Grubbing		$ 161.00
347	cu. yds.	Structural Excavation, Unclassified	$1.00	347.00
210	cu. yds.	Trench Excavation, Unclassified	0.75	157.50
2,330	cu. yds.	General Excavation, Unclassified	0.15	349.50
240	yd. mi.	Truck Haul	0.10	24.00
0.56	mile	Finishing Roadbed and Slopes	300.00	168.00
110	lin. ft.	12" Sewer Pipe	0.85	93.50
175	lin. ft.	12" Corr. Metal Pipe	1.35	236.25
15	lin. ft.	12" Concrete Pipe	1.00	15.00
170	lin. ft.	18" Concrete Pipe	2.25	382.50
40	lin. ft.	Salvaging Culvert Pipe	0.50	20.00
400	tons	3½" - 2" Material in Base	0.85	340.00

690	tons	2" - 0" Material in Base and Shoulders	$ 0.85	$ 586.50
1,300	tons	3/4" - 0" Material in Base and Shoulders	0.85	1,105.00
40	tons	3/4" - 0" Material in Footpath Foundation Course	1.00	40.00
95	cu. yds.	Filler	0.30	28.50
190	yd. mi.	Hauling Filler	0.10	19.00
130	M-gal.	Sprinkling	1.00	130.00
344	tons	Class "A" Asphaltic Concrete	4.40	1,513.60
590	tons	Class "B" Asphaltic Concrete	4.40	2,596.00
418	tons	Class "C" Asphaltic Concrete	4.40	1,839.20
			Subtotal	$10,172.05
			10% Engr. & Conts.	1,017.20
			Total	$11,189.25

Length 0.559 mile
Cost per mile $ 20,016.54

20' Concrete Pavement (Sta. 99+00 to [illegible])

All Required		Clearing and Grubbing		$ 435.00
1,310	sq. yds.	Removal of Pavement	$0.25	327.50
105	cu. yds.	Structural Excavation, Unclassified	1.00	105.00
290	cu. yds.	Trench Excavation, Unclassified	0.75	217.50
25,300	cu. yds.	General Excavation, Unclassified	0.15	3,795.00
5,910	yd. mi.	Truck Haul	0.10	591.00
1,200	lin. ft.	Rounding Cutbanks	0.06	72.00
1.35	miles	Finishing Roadbed and Slopes	300.00	405.00
44	lin. ft.	12" Corr. Metal Pipe	1.35	59.40
85	lin. ft.	12" Concrete Pipe	1.00	85.00
545	lin. ft.	18" Concrete Pipe	2.25	1,226.25
125	cu. yds.	Class "A" Concrete	20.00	2,500.00
12,500	lbs.	Metal Reinforcement	0.05	625.00
1,500	lin. ft.	Furnishing Piles	0.20	300.00
50	only	Driving Piles	10.00	500.00
25	cu. yds.	Riprap	2.00	50.00
25	only	Wood Sight Posts	3.00	75.00
1,725	tons	3½" - 2" Material in Base	0.85	1,466.25
2,415	tons	2" - 0" Material in Base and Shoulders	0.85	2,052.75
2,400	tons	3/4" - 0" Material in Base and Shoulders	0.85	2,040.00
330	tons	½" - 0" Material in Cushion Course	1.00	330.00
210	cu. yds.	Filler	0.30	63.00
420	yd. mi.	Hauling Filler	0.10	42.00

360	M-gal.	Sprinkling	$ 1.00	$ 360.00
15,800	sq. yds.	Portland Cement Concrete Pavement	1.50	23,700.00
1,300	lin. ft.	Expansion Joints in Pavement	0.15	195.00
8,400	lin. ft.	Contraction Joints	0.03	252.00
1,300	only	Dowel Bars	0.20	260.00
6,200	lbs.	Tie Bars and Reinforcement	0.05	310.00
50	tons	Class "B" Asphaltic Concrete	4.40	220.00
33	tons	Class "C" Asphaltic Concrete	4.40	145.20
			Subtotal	$ 42,802.85
			10% Engr. & Cont.	4,280.28
			Total	$ 47,083.13

Length 1.344 miles

Cost per mile $ 35,032.09

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	Federal Aid Funds	State Funds
Inside City of [illegible]			
40' Asphaltic Pavement	$ 8,336.73	$ 5,085.00	$ 3,251.73
20' Asphaltic Pavement	3,307.53	2,018.00	1,289.53
Outside City			
20' Asphaltic Pavement	11,189.25	6,826.00	4,363.25
20' Concrete Pavement	47,083.13	28,721.00	18,362.13
	$ 69,916.64	$ 42,650.00	$ 27,266.64

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

October 29, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Federal Aid Project No. 171-B (1), the Scappoose-Multnomah County Line Section of the Columbia River Highway, have today been recommended for approval, subject to final review and approval by the Commissioner of Public Roads. This is your authority to advertise for bids.

Concurrence in award will be withheld until the right of way has been secured.

Approval of the P.S.& E. is not to be considered approval of the force account item for moving existing light poles in Scappoose, which will be considered on its merits in relation to its conformity to General Administrative Memorandum No. 39 when the work is undertaken.

We presume that it was intended to delete the provision in the last paragraph on page 14, permitting the use of "sand or other fines" in the portion passing the 1/4" screen.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

October 29, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Federal Aid Project No. 171-B (1), the Scappoose-Multnomah County Line Section of the Columbia River Highway, have today been recommended for approval, subject to final review and approval by the Commissioner of Public Roads. This is your authority to advertise for bids.

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We presume that it was intended to delete the provision in the last paragraph on page 14, permitting the use of "sand or other fines" in the portion passing the 1/4" screen.

Very truly yours,

W. H. LYNCH
District Engineer

October 26, 1940

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed seven copies of estimate and three copies of right of way statement for the Scappoose-Multnomah County Line Section, Project No. FA 171-B (1).

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ME

Encl.

Oregon State Highway Department Federal Aid Project No. 171-B (1)

SCAPPOOSE-MULTNOMAH COUNTY LINE SECTION
OF THE COLUMBIA RIVER HIGHWAY IN COLUMBIA COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, October 26, 1949

INSIDE CITY OF SCAPPOOSE

40' Asphaltic Pavement (Sta. 126+00 to 115+25)

All Required		Clearing and Grubbing		$ 70.00
610	sq. yds.	Removal of Walks	$ .20	122.00
1,030	lin. ft.	Removal of Curbs	.10	103.00
7	cu. yds.	Structural Excavation, Unclassified	1.00	7.00
770	cu. yds.	General Excavation, Unclassified	.25	192.50
50	yd. mi.	Truck Haul	.12	6.00
0.20	mile	Finishing Roadbed and Slopes	300.00	60.00
78	lin. ft.	12" Corr. Metal Pipe	1.00	78.00
41	cu. yds.	Concrete Curbs	20.00	820.00
12	sq. yds.	Concrete Driveways	1.80	21.60
610	sq. yds.	Concrete Walks	1.50	915.00
125	lin. ft.	Expansion Joints in Concrete Walks	.15	18.75
1,000	tons	3½" - 2" Material in Base	1.00	1,000.00
130	tons	2" - 0" Material in Base and Shoulders	1.10	143.00
755	tons	3/4" - 0" Material in Base and Shoulders	1.20	906.00
17	cu. yds.	Filler	.40	6.80
34	yd. mi.	Hauling Filler	.15	5.10
100	M-gal.	Sprinkling	1.50	150.00
92	tons	Class "A" Asphaltic Concrete	5.00	460.00
430	tons	Class "B" Asphaltic Concrete	5.00	2,150.00
315	tons	Class "C" Asphaltic Concrete	5.00	1,575.00
			Subtotal	$ 8,809.75
			10% Engr. & Cont.	880.97
			Total	$ 9,690.72

Length 0.204 mile
Cost per mile $ 47,503.52

20' Asphaltic Pavement (Sta. 115+25 to 108+03.3)

All Required		Clearing and Grubbing		$ 50.00
43	cu. yds.	Structural Excavation, Unclassified	$ 1.00	43.00
700	cu. yds.	General Excavation, Unclassified	.25	175.00
0.14	mile	Finishing Roadbed and Slopes	300.00	42.00
190	lin. ft.	12" Sewer Pipe	1.00	190.00
133	lin. ft.	12" Corr. Metal Pipe	1.00	133.00
65	lin. ft.	18" Concrete Pipe	2.00	130.00
1	only	Concrete Catch Basins	25.00	25.00
30	tons	3½" - 2" Material in Base	1.00	30.00
175	tons	2" - 0" Material in Base and Shoulders	1.10	192.50
280	tons	3/4" - 0" Material in Base and Shoulders	1.20	336.00
60	tons	3/4" - 0" Material in Footpath Cushion Course	1.20	72.00
23	cu. yds.	Filler	.40	9.20
46	yd. mi.	Hauling Filler	.15	6.90
30	M-gal.	Sprinkling	1.50	45.00
62	tons	Class "A" Asphaltic Concrete	5.00	310.00
210	tons	Class "B" Asphaltic Concrete	5.00	1,050.00
125	tons	Class "C" Asphaltic Concrete	5.00	625.00
		Subtotal		$ 3,464.60
		10% Engr. & Cont.		346.46
		Total		$ 3,811.06

Length	0.137 mile
Cost per mile	$ 27,817.95

OUTSIDE CITY OF SCAPPOOSE

20' Asphaltic Pavement (Sta. 108+03.3 to 99+00)
(Sta. 2+00 to 4+89.9)

All Required		Clearing and Grubbing		$ 180.00
347	cu. yds.	Structural Excavation, Unclassified	$ 1.00	347.00
210	cu. yds.	Trench Excavation, Unclassified	1.00	210.00
2,330	cu. yds.	General Excavation, Unclassified	.25	582.50
240	yd. mi.	Truck Haul	.12	28.80
0.56	mile	Finishing Roadbed and Slopes	300.00	168.00
110	lin. ft.	12" Sewer Pipe	1.00	110.00
175	lin. ft.	12" Corr. Metal Pipe	1.00	175.00
15	lin. ft.	12" Concrete Pipe	1.00	15.00
170	lin. ft.	18" Concrete Pipe	2.00	340.00
40	lin. ft.	Salvaging Culvert Pipe	1.00	40.00
400	tons	3½" - 2" Material in Base	1.00	400.00

690	tons	2" - 0" Material in Base and Shoulders	$ 1.10	$ 759.00
1,300	tons	3/4" - 0" Material in Base and Shoulders	1.20	1,560.00
40	tons	3/4" - 0" Material in Footpath Foundation Course	1.20	48.00
95	cu. yds.	Filler	.40	38.00
190	yd. mi.	Hauling Filler	.15	28.50
130	M-gal.	Sprinkling	1.50	195.00
344	tons	Class "A" Asphaltic Concrete	5.00	1,720.00
590	tons	Class "B" Asphaltic Concrete	5.00	2,950.00
418	tons	Class "C" Asphaltic Concrete	5.00	2,090.00
		Subtotal		$ 11,984.80
		10% Engr. & Cont.		1,198.48
		Total		$ 13,183.28

Length 0.559 mile
Cost per mile $ 23,583.68

20' Concrete Pavement (Sta. 99+00 to 28+00)

All Required		Clearing and Grubbing		$ 450.00
1,310	sq. yds.	Removal of Pavement	$ .30	393.00
103	cu. yds.	Structural Excavation, Unclassified	1.00	103.00
290	cu. yds.	Trench Excavation, Unclassified	1.00	290.00
25,300	cu. yds.	General Excavation, Unclassified	.25	6,325.00
5,910	yd. mi.	Truck Haul	.12	709.20
1,200	lin. ft.	Rounding Cutbanks	.10	120.00
1.35	miles	Finishing Roadbed and Slopes	300.00	405.00
44	lin. ft.	12" Corr. Metal Pipe	1.00	44.00
85	lin. ft.	12" Concrete Pipe	1.00	85.00
545	lin. ft.	18" Concrete Pipe	2.00	1,090.00
125	cu. yds.	Class "A" Concrete	22.00	2,750.00
12,500	lbs.	Metal Reinforcement	.06	750.00
1,500	lin. ft.	Furnishing Piles	.20	300.00
50	only	Driving Piles	12.00	600.00
25	cu. yds.	Riprap	2.00	50.00
25	only	Wood Sight Posts	2.00	50.00
1,725	tons	3½" - 2" Material in Base	1.00	1,725.00
2,415	tons	2" - 0" Material in Base and Shoulders	1.10	2,656.50
2,400	tons	3/4" - 0" Material in Base and Shoulders	1.20	2,880.00
330	tons	½" - 0" Material in Cushion Course	1.50	495.00
210	cu. yds.	Filler	.40	84.00
420	yd. mi.	Hauling Filler	.15	63.00

360	M-gal.	Sprinkling	$ 1.50	$ 540.00
15,800	sq. yds.	Portland Cement Concrete Pavement	1.65	26,070.00
1,300	lin. ft.	Expansion Joints in Pavement	.20	260.00
8,400	lin. ft.	Contraction Joints	.03	252.00
1,300	only	Dowel Bars	.20	260.00
6,200	lbs.	Tie Bars and Reinforcement	.06	372.00
50	tons	Class "F" Asphaltic Concrete	5.00	250.00
33	tons	Class "C" Asphaltic Concrete	5.00	165.00
			Subtotal	$ 50,586.70
			10% Engr. & Cont.	5,058.67
			Total	$ 55,645.37

Length	1.344 mile
Cost per mile	$ 41,402.80

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	Federal Aid Funds	State Funds
Inside City of Scappoose			
40' Asphaltic Pavement	$ 9,690.72	$ 5,912.00	$ 3,778.72
20' Asphaltic Pavement	3,811.06	2,325.00	1,486.06
Outside City			
20' Asphaltic Pavement	13,183.28	8,043.00	5,140.28
20' Concrete Pavement	55,645.37	33,950.00	21,695.37
	$ 82,330.43	$ 50,230.00	$ 32,100.43

SCAPPOOSE-MULTNOMAH COUNTY LINE SECTION

PROJECT NO. FA 171-B (1)

While negotiations for right of way are in progress, thirty parcels have not been acquired, nor has the right to occupy and use these parcels been secured, but it is now believed all necessary right of way can be made fully available within sixteen days.

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

October 26, 1940

RECEIVED
DEC 30 1940
FOR FILING

27-4

December 28, 1940

Great American Indemnity Company
C. A. Tomasson
Wilcox Building
Portland, Oregon

Gentlemen:

We are sending you today by express a fully executed copy of contract No. 2396, which was awarded to Roy L. Houck by the State Highway Commission on December 11, 1940, covering grading and paving on the Scappoose-Multnomah County Line Section of the Columbia River Highway in Columbia County.

Inasmuch as you are surety for the contractor on this job we are sending you this copy of the contract for your records and files.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

RS

RECEIVED
DEC 30 1940
FOR FILING

27-4

December 28, 1940

Mr. Roy L. Houck
212 U. S. National Bank Bldg.
Salem, Oregon

Dear Sir:

We are sending you today by express a fully executed copy of Contract No. 2396, which was awarded to you on December 11, 1940, by the State Highway Commission, covering grading and paving on the Scappoose-Multnomah County Line Section of the Columbia River Highway in Columbia County. This copy is for your records and files.

We are also sending an executed copy to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

RS

Secretary

RECEIVED
DEC 13 1940
FOR FILING

27-4

CONFIRMATION

RECEIVED
DEC 13 1940

FEDERAL WORKS AGENCY

Public Roads Administration

2010-20 Oregon

Portland, Oregon
December 11, 1940

R. H. Baldock
State Highway Engineer
Salem, Oregon

RELET THREE WE HEREBY CONCUR IN AWARD CONTRACT DECEMBER ELEVENTH

ON FAP 171-B(1) AND FAP 27(4) TO ROY L. HOUCK, LOW BIDDER

Anderson

Paid Gov't Rate

December 10, 1940

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

As the acquisition of rights of way for the Scappoose-Multnomah County Line Project, Projects FAP 171-B (1) and FAP 27 (4), is now completed, we request concurrence in the award of contract to Roy L. Houck of Salem, Oregon, on the basis of the bid $87,492.00, submitted by him on November 13, 1940.

We desire to make the award on December 11, 1940.

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

SHP:ER

RECEIVED
DEC 13 1940
FOR FILING

2-7-4

December 12, 1940

Mr. Roy L. Houck
212 U. S. Nat'l. Bank Bldg.
Salem, Oregon

Dear Sir:

We are handing you, herewith, four copies of contract No. 2396, which was awarded to you by the State Highway Commission on December 11, 1940, covering 3.09 miles grading and paving, on the Scappoose-Multnomah County Line Section of the Columbia River Highway in Columbia County.

Kindly execute all four copies of this contract as to agreement and bond and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 6, Page 15, of the printed General Provisions, relating to the Workmen's Compensation Act. You are expected to accept the terms of this act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the paragraph on the same page, relating to payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

DGD:RS

RECEIVED
DEC 13 1940
FOR FILING

27-4

December 11, 1940

Mr. Roy L. Houck,
U. S. National Bank Bldg.
Salem, Oregon

Dear Sir:

Confirming my telephone message to your office, the State Highway Commission awarded to you today the contract covering the 3.09 miles of grading and paving on the Scappoose-Multnomah County Line Section of the Columbia River Highway, in Columbia County. This award was based on your low bid of $87,492.00 submitted on November 13, 1940.

Contract forms will be sent to you in a few days for execution.

Yours very truly,

HBG:MC

Secretary

cc - S. H. Probert
G. S. Paxson

446

9468

Called Press and Daily Journal

FORM E-30 REVISED 25M 5-40

RECEIVED
DEC 12 1940
FOR FILING

27-4

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 10, 1940

Subject: Scappoose-Multnomah County Line project

To:

Mr. R. H. Baldock
State Highway Engineer
Office

Dear Sir:

This is to advise you that we now have cleared the right of way on the Scappoose-Multnomah County Line project so that the contract may be awarded.

Yours very truly,

J.W. DeSouza
J. W. DeSOUZA
Assistant Attorney

JWD:AW
cc Mr. H. G. Smith
Mr. S. H. Probert

NOTED
Highway Engineer

5-1-3

2394

November 18, 1940

Mr. W. E. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Attention: Mr. T. M. Davis

Dear Sir:

We are enclosing herewith three copies of resolution executed by the city authorities of Scappoose, relative to encroachments and traffic for Project FA 171-B (1), 27 (4).

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

Oscar Cutler
Asst. Office Engineer

OC:MR

Encl.

S-23-~~[illegible]~~

November 4, 1940

Mr. J. C. Watts
City Recorder
Scappoose, Oregon

Dear Sir:

We are enclosing herewith six copies of a resolution form relative to encroachments and traffic, required where Federal and State funds are expended within municipalities for the improvement of highways and streets.

We also enclose four copies of a grade resolution in which the city authorities approve the grades established for the improvement of State Highways upon city streets and municipalities. This resolution is also required where Federal and State funds are being expended within municipalities.

The State Highway Commission plans to open bids on this project on November 13, and, if a satisfactory bid is received, a contract will be awarded.

It is a requirement of the Highway Commission and the Federal Government that these resolutions be approved and executed by the city authorities before a contract can be awarded. I would, therefore, appreciate it if you could bring this matter to the attention of the Council as early as possible, and if you do not have a regular meeting of the City Council before the 13th of November, I would appreciate it if a special meeting can be called and resolutions adopted and executed, one copy of each resolution retained for the city's records and the other copies sent to the Oregon State Highway Commission, attention of Oscar Cutler, Salem.

Under separate cover, we are sending you one blueprint copy of the plan for the improvement proposed. This is for the city's records.

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

OC:ME
Encl.

Oscar Cutler
Asst. Office Engineer

RESOLUTION

WHEREAS, State Highway No. 2 of the State of Oregon, known as the Columbia River Highway, is routed through the City of Scappoose, Columbia County, Oregon, a municipal corporation, and the route officially adopted for said highway by the State Highway Commission traverses the following street or streets, or avenues, or roads, of said city; to wit:

The Columbia River Highway, from the north city limits of Scappoose to the south city limits of Scappoose

And, WHEREAS, the State Highway Commission of the State of Oregon is desirous of receiving Federal Aid for the improvement of said highway,

And, WHEREAS, the State Highway Commission of the State of Oregon has caused a survey to be made, and plans prepared for the improvement of the State Highway traversing the street or streets, or avenues, or roads, as described herein,

And, WHEREAS, if said proposed street improvement is carried out, the work will be done pursuant to a grade or grades fixed and established by the Highway Commission,

And, WHEREAS, the grade or grades and elevations to which the proposed improvement will be made are indicated upon the maps and plans prepared for the proposed improvement which are on file in the office of the Oregon State Highway Commission, at Salem, Oregon, copies of which have been submitted to the city for its record and for its approval, said grades being as follows, to wit:

Description of center line grade: Beginning at elevation 52.73 at the north city limits of Scappoose where said north city limits are intersected by the center line of the Columbia River Highway at highway engineer's sta. 979+34.6; thence on a 250' vertical grade curve to elevation 53.20 at a point in the center line of the Columbia River Highway at highway engineer's sta. 981+20; thence to elevation 52.30

1940

at a point in the center line of the Columbia River Hwy. at highway engineer's sta. 982+15; thence on a 200' vertical grade curve to elevation 53.01 at a point in the center line of the Columbia River Hwy. at highway engineer's sta. 984+15; thence to elevation 54.60 at a point in the center line of the Columbia River Highway at highway engineer's sta. 985+15; thence to elevation 55.93 at a point in the center line of the Columbia River Highway at highway engineer's sta. 986+15; thence to elevation 58.49 at a point in the center line of the Columbia River Hwy. at highway engineer's sta. 989+00; thence on a 300' vertical grade curve to elevation 59.96 at a point in the center line of the Columbia River Hwy. at highway engineer's sta. 992+00; thence to elevation 60.60 at a point in the center line of the Columbia River Hwy. at highway engineer's sta. 999+50; thence on a 200' vertical grade curve to elevation 60.50 at a point in the center line of the Columbia River Highway at highway engineer's sta. 134+44.8; thence to elevation 60.06 at a point in the center line of the Columbia River Hwy. at highway engineer's sta. 132+00; thence on a 200' vertical grade curve to elevation 60.04 at a point in the center line of the Columbia River Highway at highway engineer's sta. 130+00; thence to elevation 60.35 at a point in the center line of the Columbia River Highway at highway engineer's sta. 128+00; thence on a 200' vertical grade curve to elevation 60.47 at a point in the center line of the Columbia River Hwy. at highway engineer's sta. 126+00; thence to elevation 60.15 at a point in the center line of the Columbia River Hwy. at highway engineer's sta. 118+00; thence on a 200' vertical grade curve to elevation 59.48 at a point in the center line of the Columbia River Hwy. at highway engineer's sta. 116+00; thence to elevation 58.31 at a point in the center line of the Columbia River Hwy. at highway engineer's sta. 113+65; thence on a 300' vertical grade curve to elevation 57.69 at a point in the center line of the Columbia River Hwy. at highway engineer's sta. 110+65; thence to elevation 58.05 at a point in the center line of the Columbia River Hwy. at highway engineer's sta. 109+50; thence on a 400' vertical grade curve to elevation 58.30 at a point in the center line of the Columbia River Hwy. where said center line is intersected by the south city limits of Scappoose at highway engineer's sta. 108+03.3.

And, WHEREAS, pursuant to Chapter 88, Oregon Laws 1931; and Chapter 529, Oregon Laws 1939; it is required that as a condition precedent to the change of the grade of any such street by the Commission, such grade change shall be consented to by the city.

NOW THEREFORE, IT IS HEREBY RESOLVED by the Common Council of the City of Scappoose, Columbia County, Oregon, that the grades established by the State Highway Commission for the proposed improvement of the street or streets, or avenues, or roads, as described herein and which are traversed by State Highway No. 2 of the State of Oregon, known as the Columbia River Highway, the plans for which proposed improvement are on file in the office of the State Highway Commission at Salem, Oregon, and a copy or copies of which are on file in the records of the city, said grades being as follows, to wit:

Description of center line grade: Beginning at elevation 52.73 at the north city limits of Scappoose where said north city limits are intersected by the center line of the Columbia River Hwy. at highway engineer's sta. 979+34.6; thence on a 250' vertical grade curve to elevation 53.20 at a point in the center line of the Columbia River Hwy. at highway engineer's sta. 981+20; thence to elevation 52.30 at a point in the center line of the Columbia River Hwy. at highway engineer's sta. 982+15; thence on a 200' vertical grade curve to elevation 53.01 at a point in the center line of the Columbia River Highway at highway engineer's sta. 984+15; thence to elevation 54.60 at a point in the center line of the Columbia River Hwy. at highway engineer's sta. 985+15; thence to elevation 55.93 at a point in the center line of the Columbia River Highway at highway engineer's sta. 986+15; thence to elevation 58.49 at a point in the center line of the Columbia River Highway at highway engineer's sta. 989+00; thence on a 300-foot vertical grade curve to elevation 59.96 at a point in the center line of the Columbia River Hwy. at highway engineer's sta. 992+00; thence to elevation 60.60 at a point in the center line of the Columbia River Hwy. at highway engineer's sta. 999+50; thence on a 200' vertical grade curve to elevation 60.50 at a point in the center line of the Columbia River Hwy. at highway engineer's sta. 134+44.8; thence to elevation 60.06 at a point in the center line of the Columbia River Highway at highway engineer's sta. 132+00; thence on a 200' vertical grade curve to elevation 60.04 at a point in the center line of the Columbia River Hwy. at highway engineer's sta. 130+00; thence to elevation 60.35 at a point in the center line of the Columbia River Hwy. at highway engineer's sta. 128+00; thence on a 200' vertical grade curve to elevation 60.47 at a point in the center line of the Columbia River Hwy. at highway engineer's sta. 126+00; thence to elevation 60.15 at a point in the center line of the Columbia River Hwy. at highway engineer's sta. 118+00; thence on a 200' vertical grade curve to elevation 59.48 at a point in the center line of the Columbia River Hwy. at highway engineer's sta. 116+00; thence to elevation 58.31 at a point in the center line of the Columbia River Hwy. at highway engineer's sta. 113+65; thence on a 300' vertical grade curve to elevation 57.69 at a point in the center line of the Columbia River Hwy. at highway engineer's sta. 110+65; thence to elevation 58.05 at a point in the center line of the Columbia River Hwy. at highway engineer's sta. 109+50; thence on a 400' vertical grade curve to elevation 58.30 at a point in the center line of the Columbia River Hwy. where said center line is intersected by the south city limits of Scappoose at highway engineer's sta. 108+03.3.

are hereby approved, and consent is hereby given to such change, and the State Highway Commission hereby is permitted to construct, reconstruct, improve, repair, and/or maintain the said streets in accordance with said grade changes.

Passed by the Common Council of the City of Scappoose, Columbia County, Oregon, this 7 day of November, 1940.

BE IT FURTHER RESOLVED, that the Common Council does hereby agree, within its lawful authority but without financial obligation or liability, to cooperate with and aid the State Highway Commission in the accomplishment of such street construction, reconstruction, improvement, repair, and/or maintenance.

Attest:

J G Watts by Irene L Watts
City Recorder Dep.

W J Butler
Mayor

- - - - - - - - - - - -

I hereby certify the foregoing to be a true copy of the original resolution passed by the Common Council of the City of Scappoose, Columbia County, Oregon, on the 7 day of November, 1940, at the regular or special meeting of said Common Council.

Dated this 7 day of November, 1940.

J G Watts by Irene L Watts
City Recorder Deputy

S-23-13
(1940)

RESOLUTION

WHEREAS, State Highway No. 2 of the State of Oregon, known as the Columbia River Highway, is routed through the City of Scappoose, Columbia County, Oregon, a municipal corporation, and the route officially adopted for said highway by the State Highway Commission traverses the following street or streets, or avenues, of said city; to wit:

The Columbia River Highway, from the North City Limits of Scappoose to the South City Limits of Scappoose

And, WHEREAS, the State Highway Commission of the State of Oregon is desirous of receiving Federal Aid for the improvement of said highway,

And, WHEREAS, the Public Roads Administration of the Federal Works Agency of the United States will not participate in the construction of said highway until and unless the said City of Scappoose will guarantee by resolution officially adopted by the City Council of said City, that no encroachments will be permitted upon the right of way of said highway within the corporate limits of said City, which will permanently obstruct or interfere with the free and convenient flow of traffic over said highway through said City; and will so regulate parking of vehicles on said streets or avenues traversed by said highway that the free, convenient and safe flow of traffic shall not be impeded; and agree not to impose unreasonable limitations of speed upon said highway, nor impose any regulations of traffic which will operate to discriminate against traffic upon said highway by giving undue preference to traffic upon other intersecting streets or avenues.

NOW THEREFORE, IT IS HEREBY RESOLVED by the Common Council of the City of Scappoose, Columbia County, Oregon, that no encroachments will be permitted on the streets and avenues traversed by State Highway No. 2 of the State of Oregon, known as the Columbia River Highway, which will permanently or unduly interfere with the free and convenient flow of

traffic along said highway; and will so regulate the parking of vehicles along said streets and avenues as not to impede the free, convenient and safe flow of traffic; and will not impose any unreasonable limitations of speed upon said highway, nor impose any regulation of traffic upon said highway which shall unduly discriminate against traffic upon said highway by giving undue preference to traffic upon other intersecting streets or avenues.

It being understood that nothing in this resolution of agreement by the City Council shall be construed so as to prevent or impair proper police regulations and the enforcement of all existing ordinances and regulations respecting the use of streets in said City, nor to prevent such temporary obstructions to traffic as may be necessitated by the construction of water or gas mains, sewers and other public improvements, or to preclude the proper use of said highway for the placement of telephone or electric light poles or other public service facilities.

Passed by the Common Council of the City of Scappoose, Columbia County, Oregon, this 7 day of November, 1940.

Attest:

J. G. Watts by Irene L. Watt, Deputy
City Recorder

W. J. Butler
Mayor

- - - - - - - - - - - -

I hereby certify the foregoing to be a true copy of the original resolution passed by the Common Council of the City of Scappoose, Columbia County, Oregon, on the 7 day of November, 1940, at the regular or special meeting of said Common Council.

Dated this 7 day of November, 1940.

J. G. Watts by Irene L. Watt, Deputy
City Recorder

1940

RECEIVED
NOV 6 1940
FOR FILING

27-4

Salem, Oregon
November 4, 1940

Mr. E. A. Collier
Highway Division Engineer
9200 S. E. McLoughlin Blvd.
Portland, Oregon

Dear Sir:

We refer to your letter of November 2, concerning the reflectorized grade crossing signs required at Scappoose.

The permission to which we referred in our note to you is the permission of the owners of the railroad. For information as to the procedure to be followed in obtaining this permission, see circular letter No. 161, and the supplement thereto issued under date of February 8, 1940. A copy of the supplemental letter is being sent herewith.

Immediate installation of the signs is not required, but they should be in place by the time the grading and paving project is completed.

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

SHP:ER

Encl.

FORM E-30 REVISED 25M 9-40

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
November 2, 1940

Subject: Installation of cross-buck signs

To:

Mr. S. H. Probert
Office Engineer
State Highway Department
Salem, Oregon

Dear Sir:

Received copy of your letter of October 29, to W. H. Lynch, concerning installation of reflectorized cross-buck signs at the logging railroad grade crossing Sta 979+62 of the North Scappoose Project. Your note thereon asked me to obtain necessary permission and issue necessary work orders. Is this permission to be secured from Railroad Company?

The best time to install cross-buck signs would be after completion of the grading and paving next summer. Do you see any objection to placing signs at that time?

Very truly yours,

E. A. Collier
E. A. COLLIER
DIVISION ENGINEER

EAC:MB

R

7346

November 1, 1940

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed ten copies of special provision page number six for the Scappoose-Multnomah County Line Section, Projects Nos. FA 27 (4) and 171-B (1), which page has been revised by correction of the station description in the second paragraph under the heading "Finishing Roadbed and Slopes."

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dist. by J. W. Nash/MR

Encl.

FORM E-129X 10M 6-40

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN
PORTLAND
HURON W. CLOUGH, MEMBER
CANYONVILLE
HERMAN OLIVER, MEMBER
JOHN DAY

OREGON
STATE HIGHWAY COMMISSION

SALEM

R. H. BALDOCK, CHIEF ENGINEER
C. B. MCCULLOUGH, ASS'T CHIEF ENGINEER
J. M. DEVERS, CHIEF COUNSEL
H. B. GLAISYER, SECRETARY

IN REPLY PLEASE
REFER TO FILE NO.

RECEIVED
FOR FI

FA 27-4

November 1, 1940

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 5900
Portland, Oregon

Dear Sir:

In order that the existing bridges on the St. Helens-Scappoose Section of the Columbia River Highway may be widened to conform with the regrading and repaving work which has been done, or is to be done on that section, we request that the grading and paving project 27 (4), for which provision is made in the 1941 Regular Federal Aid Program, be expanded to include the widening of existing bridges at McNulty Creek (MP 27.80), North Scappoose Creek (MP 22.20) and South Scappoose Creek (MP 21.83).

The revised project description for the expanded project is as follows:

County- - - - - - - Columbia
F. A. Project No. - - - 27 (4)
F. A. Route No.- - - - 1
Termini - - - - - - - McNulty Cr. south of St. Helens to Columbia St. in Scappoose
Estimated Cost - - - - $57,000
Federal Funds Requested - $13,400
Kind of Work- - - - - Widen 3 bridges, grade and pave 0.5 mi.
Length- - - - - - - 6.0 miles
Name of Section- - - - St. Helens-Scappoose

Very truly yours,

R. H. Baldock
Chief Engineer

R

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

October 29, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S. & E. documents for Oregon Federal Aid Project No. 27 (4), the North Scappoose Section of the Columbia River Highway, have today been recommended for approval, subject to final review and approval by the Commissioner of Public Roads. This is your authority for advertising.

Concurrence in award will be withheld until the right of way has been secured for 171-B (1), included in the same contract.

Prompt submission of the bid tabulation and agreement estimate will be appreciated.

Copies of the usual town resolution covering encroachments should be forwarded with the project agreement estimate.

Very truly yours,

W. H. LYNCH
District Engineer

RECEIVED
OCT 30 1940
FOR FILING

27-4

October 29, 1940

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

This is to advise that in accordance with the requirements stated in Administrative Memorandum No. 65, the State will install reflectorized cross-buck signs at the railway grade crossing at Station 779+02 of the North Scappoose Project, F. A. 27 (4).

Reflectorized advance warning signs are already in place at that crossing.

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

SHP:EB

R

October 26, 1940

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed seven copies of estimate and three copies of right of way statement for the North Scappoose Section, Project No. FA 27 (4).

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dict. by J. E. Nash/MK

Encl.

Oregon State Highway Department Federal Aid Project No. 27 (4)

NORTH SCAPPOOSE SECTION OF THE

COLUMBIA RIVER HIGHWAY IN COLUMBIA COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, October 26, 1940

WORK OUTSIDE CITY

28' Roadway (Sta. 949+00 to 972+50)

All Required		Clearing and Grubbing		$ 130.00
380	cu. yds.	Borrow at Sta. 951, Unclassified	$ .30	114.00
22	cu. yds.	General Excavation, Unclassified	.25	5.50
250	yd. mi.	Truck Haul	.12	30.00
0.41	mile	Finishing Roadbed and Slopes	300.00	123.00
1,680	tons	3½" - 2" Material in Base	1.00	1,680.00
130	tons	2" - 0" Material in Base and Shoulders	1.10	143.00
1,340	tons	3/4" - 0" Material in Base and Shoulders	1.20	1,608.00
110	M-gal.	Sprinkling	1.50	165.00
570	tons	Class "A" Asphaltic Concrete	5.00	2,850.00
447	tons	Class "B" Asphaltic Concrete	5.00	2,235.00
442	tons	Class "C" Asphaltic Concrete	5.00	2,210.00
50	cu. yds.	Filler	.40	20.00
100	yd. mi.	Hauling Filler	.15	15.00
		Subtotal		$ 11,328.50
		10% Engr. & Cont.		1,132.85
		Total		$ 12,461.35

Length of Roadway .409 mile
Length of Bridges (No work) .036 mile
Total Length .445 mile
Cost per mile, Roadway $ 30,467.84

20' Roadway (Sta. 972+50 to 979+34.6)

All Required		Clearing and Grubbing		$ 40.00
3,800	cu. yds.	Borrow at Sta. 951, Unclassified	$ .30	1,140.00
4	cu. yds.	General Excavation, Unclassified	.25	1.00
3,730	yd. mi.	Truck Haul	.12	447.60
0.13	mile	Finishing Roadbed and Slopes	300.00	39.00
980	tons	3½" - 2" Material in Base	1.00	980.00

80	tons	2" - 0" Material in Base and Shoulders	$ 1.10	$ 88.00
795	tons	3/4" - 0" Material in Base and Shoulders	1.20	954.00
35	M-gals.	Sprinkling	1.50	52.50
225	tons	Class "A" Asphaltic Concrete	5.00	1,125.00
135	tons	Class "B" Asphaltic Concrete	5.00	675.00
100	tons	Class "C" Asphaltic Concrete	5.00	500.00
20	cu. yds.	Filler	.40	8.00
40	yd. mi.	Hauling Filler	.15	6.00
		Subtotal		$ 6,056.10
		10% Engr. & Cont.		605.61
		Total		$ 6,661.71
		Length	0.130 mile	
		Cost per mile	$ 51,243.92	

WORK INSIDE CITY OF SCAPPOOSE

28' Roadway (Sta. 979+34.6 to 990+50)

All Required		Clearing and Grubbing		$ 79.00
230	sq. yds.	Removal of Walks	$ .20	46.00
385	lin. ft.	Removal of Curbs	.10	38.50
130	cu. yds.	Structural Excavation, Unclassified	1.00	130.00
820	cu. yds.	Borrow at Sta. 951, Unclassified	.30	246.00
714	cu. yds.	General Excavation, Unclassified	.25	178.50
820	yd. mi.	Truck Haul	.12	98.40
0.21	mile	Finishing Roadbed and Slopes	300.00	63.00
15	cu. yds.	Concrete Curbs	20.00	300.00
24	sq. yds.	Concrete Driveways	1.80	43.20
215	sq. yds.	Concrete Walks	1.50	322.50
45	lin. ft.	Expansion Joints in Concrete Walks	.15	6.75
970	tons	3½" - 2" Material in Base	1.00	970.00
70	tons	2" - 0" Material in Base and Shoulders	1.10	77.00
875	tons	3/4" - 0" Material in Base and Shoulders	1.20	1,050.00
55	M-gals.	Sprinkling	1.50	82.50
240	tons	Class "A" Asphaltic Concrete	5.00	1,200.00
220	tons	Class "B" Asphaltic Concrete	5.00	1,100.00
210	tons	Class "C" Asphaltic Concrete	5.00	1,050.00
20	cu. yds.	Filler	.40	8.00
40	yd. mi.	Hauling Filler	.15	6.00
		Subtotal		$ 7,086.35
		10% Engr. & Cont.		708.63
		Total		$ 7,794.98

Length 0.211 mile
Cost per mile $ 36,943.03

20' Roadway (Sta. 990+50 to 991+50)

All Required		Clearing and Grubbing		$ 10.00
190	sq. yds.	Removal of Pavement	$ .30	57.00
60	sq. yds.	Removal of Walks	.20	12.00
105	lin. ft.	Removal of Curbs	.10	10.50
20	cu. yds.	Structural Excavation, Unclassified	1.00	20.00
30	cu. yds.	General Excavation, Unclassified	.25	7.50
.02	mile	Finishing Roadbed and Slopes	300.00	6.00
4	cu. yds.	Concrete Curbs	20.00	80.00
60	sq. yds.	Concrete Walks	1.50	90.00
15	lin. ft.	Expansion Joints in Concrete Walks	.15	2.25
140	tons	3½" - 2" Material in Base	1.00	140.00
15	tons	2" - 0" Material in Base and Shoulders	1.10	16.50
130	tons	3/4" - 0" Material in Base and Shoulders	1.20	156.00
5	M-gals.	Sprinkling	1.50	7.50
33	tons	Class "A" Asphaltic Concrete	5.00	165.00
20	tons	Class "B" Asphaltic Concrete	5.00	100.00
16	tons	Class "C" Asphaltic Concrete	5.00	80.00
10	cu. yds.	Filler	.40	4.00
20	yd. mi.	Hauling Filler	.15	3.00
			Subtotal	$ 967.25
			10% Engr. & Cont.	96.72
			Total	$1,063.97

Length .018 mile
Cost per mile $ 59,109.44

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	Federal Aid Funds	State Funds
Outside City			
28' Roadway	$ 12,461.35	$ 7,602.00	$ 4,859.35
20' Roadway	6,661.71	4,064.00	2,597.71
Inside City of Scappoose			
28' Roadway	7,794.98	4,755.00	3,039.98
20' Roadway	1,063.97	649.00	414.97
	$ 27,982.01	$ 17,070.00	$ 10,912.01

NORTH SCAPPOOSE SECTION

PROJECT NO. FA 27 (4)

All necessary right of way has been acquired for this project.

R. H. BALDOCK
Chief Engineer

By S.H. Probert

S. H. Probert
Office Engineer

October 26, 1940

CONTRACT# 2397

4-4205 Seaside-Wheeler Rock Prod., Oregon
Coast, Wolf Creek & Necanicum Hwys.

#2397 1940

a

RECEIVED
JUN 18 1941
FOR FILING

4-4205

June 16, 1941

General Casualty Co. of America
Dooly & Company
Board of Trade
Portland, Oregon

Gentlemen:

You are hereby notified that State Highway contract No. 2397 for work on the Seaside-Wheeler Section of the Oregon Coast Highway in Clatsop and Tillamook Counties, has been completed by the contractors, Babler Brothers, and that final settlement will be made on or after June 26, 1941.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is served upon you since you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractor in connection with this contract will be $21,107.07, including final payment and that no force account work was performed therein. This contract was completed on May 9, 1941, and accepted by the Commission on May2 2, 1941.

Yours very truly,

STATE HIGHWAY COMMISSION

By

OA

Secretary

NOTED
D. G. DeSart

RECEIVED
JUN 3 1941
FOR FILING

4-4305

June 2, 1941.

GENERAL CASUALTY COMPANY OF AMERICA
Dooly & Company, Local Agent
Board of Trade Building
Portland, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Department to make semi-final payment to Babler Bros. on Contract No. 2397, Rock Production on the Seaside-Wheeler Section of the Oregon Coast, Wolf Creek, and Necanicum Highways, in Clatsop and Tillamook Counties. This payment, in the amount of $5,418.89, will be made on or after June 12, 1941. The retained percentage is $626.88.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Kindly acknowledge receipt of this letter.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

MS.

NOTED
D. G. DeSart

Form E-1—5M—10-40

RECEIVED
MAY 5 - 1941
OFFICE OF
CONSTRUCTION ENGINEER

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending May 3, 1941

Section Seaside - Wheeler	*Kind of work* Rock Production
Highway Coast, Wolf Creek and Necanicum	*Section prefix* 4-4205
Contractor Babler Bros.	*Contract number* 2397
Date of contract Dec. 17, 1940	*Date of completion* May 31, 1941
Date work started Jan. 21, 1941	*Estimated date of completion*
Amount of contract $14,510.00	*Per cent of time elapsed* 82 %

Estimated cost of completed project, exclusive of engineering $21,000

Per cent of contract completed, based on total contract price 150 %

Engineering cost to date, $ ~~565~~ 540, 3.7 %

Date project was completed May 1, 1941

NOTED
Asst. State Highway Engineer

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Completed all required 1 1/4"- 0" rock Monday and changed screens to run balance of 1/4"- 0"

Broke the shaft in the large cone crusher, with only about 100 cu. yds left to complete the contract/ so, in view of the fact that it would be necessary to take the crusher apart for repairs and make a trip to Portland and back with a heavy truck, then assemble the crusher for 3 or 4 hours run and take it apart again to move, the contractor was excused from producing the balance of his 1/4"- 0"

Seaside - Wheeler Rock Production Project, Contract No. 2397, completed Thursday May 1, 1941.

NOTED
RAY WEBBER

NOTED
H. N. HACKE

RECEIVED
MAY 5 - 1941
OFFICE OF
DIVISION ENGINEER
DIVISION NO. 2

Signed A. J. Benedict

Address Box 1288, Warrenton, Oregon.

NOTED
VAN SCOY

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project			34.12		
Miles partially completed					
Miles completed					
Total estimated quantities			15,000 C.Y.		
Estimated quantities moved or placed to date			15,000		
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day			1 - broken		
Hours per shift			11		
Average force on project for week			15		

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels 1, Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants 1,

Compressors ...., Bulldozers ...., Sheet-foot rollers ...., ..., ..., ...,

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Cloudy		
Monday	Cloudy		
Tuesday	Cloudy		
Wednesday	Showers		
Thursday	Showers		
Friday	Rain		
Saturday	Showers		

RECEIVED
JAN 15 1941
FOR FILING

4-4205

January 14, 1941

General Casualty Co. of America
Dooly & Company
Board of Trade Building
Portland, Oregon

Gentlemen:

We are sending you today by express a fully executed copy of contract No. 2397 which was awarded to Babler Brothers by the State Highway Commission on December 17, 1940, covering the Seaside-Wheeler Rock Production Project, on the Oregon Coast, Wolf Creek and Necanicum Highways, in Clatsop and Tillamook County.

Inasmuch as you are surety for the contractor on this job we are sending you this copy of the contract for your records and files.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

RS

Secretary

RECEIVED
JAN 15 1941
FOR FILING

4-4205

January 14, 1941

Babler Bros.
1636 S. E. Sixth Ave.
Portland, Oregon

Gentlemen:

We are sending you today by express a fully executed copy of Contract No. 2597 which was awarded to you on December 17, 1940, by the State Highway Commission, covering the Seaside-Wheeler Rock Production Project, on the Oregon Coast, Wolf Creek and Necanicum Highways in Clatsop and Tillamook Counties. We are also sending an executed copy to the surety on your bond. This copy is for your records and files.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

RS

Secretary

RECEIVED
DEC 21 1940
FOR FILING

4-5205

December 21, 1940

Babler Bros.
1636 S. E. Sixth
Portland, Oregon

Gentlemen:

We are sending you today, by express, four copies of Contract No. 2397 which was awarded to you on December 17, 1940, by the State Highway Commission covering the Seaside-Wheeler Rock Production Project on the Oregon Coast, Wolf Creek and Necanicum Highways, in Clatsop and Tillamook Counties.

Will you kindly execute all four copies of this contract as to agreement and bond and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 6, page 15, of the printed General Provisions, relating to the Workmen's Compensation Act. You are expected to accept the terms of this Act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the paragraph on the same page relating to the payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

DD:AM

RECEIVED
DEC 20 1940
FOR FILING

4-4205

December 19, 1940

Babler Bros.
1636 S. E. 6th Ave.
Portland, Oregon

Gentlemen:

The State Highway Commission on December 17, 1940, awarded you the contract for the Seaside-Wheeler Rock Production Project on the Oregon Coast, Wolf Creek, and Necanicum Highways, in Clatsop and Tillamook Counties. This award was based on your low bid of $14,510 submitted on that date.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

STATE HIGHWAY COMMISSION

By

AM Secretary

cc - S. H. Probert
G. S. Paxson

CONTRACT# 2398

305-A-1 East Unit, Dixie Summit-Austin 1940
Sec., John Day Hwy.
#2398

REGISTERED
FOR FILING

205-A-1

May 3, 1943

Fisher Brothers
Route 3, Box 168
Oregon City, Oregon

Gentlemen:

The State Highway Commission, at its meeting on March 17, 1943, granted you the extension of time requested, from June 30 to September 19, 1942, without penalty, in connection with contract No. 2398, for grading, surfacing and oiling the East Unit, Dixie Summit-Austin Section of the John Day Highway, in Grant County.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

[illegible]

cc - Mr. Paul VanScoy

305-A-1

April 23, 1943

General Casualty Company of America
Failing Building
Portland, Oregon

Gentlemen:

You are hereby notified that state highway contract No. 2398, for work on the East Unit, Dixie Summit-Austin Section of the John Day Highway, in Grant County, has been completed by the contractor, Fisher Brothers, and that final payment in the amount of $2,923.40, will be made on or after May 3, 1943.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is served upon you since you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total contract amount is $106,433.90, of which amount $188.12 represents the amount of force account items. This contract was completed on September 19, 1942, and accepted by the Commission on March 17, 1943.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

BS

NOTED
A. L. MONSON

505-A-1

April 12, 1943

General Casualty Company of America
Failing Building
Portland, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Fisher Bros., on contract No. 2398, covering 4.3 miles of grading, surfacing and oiling, on the East Unit, Dixie Summit-Austin Section of the John Day Highway, in Grant County. This payment, in the amount of $4,167.37, will be made on or after April 22, 1943. The retained percentage is $3,201.36.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Kindly acknowledge receipt of this letter.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

RS

NOTED
A. L. MONSON

Form F-1—5M—4-42

305-a-1

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending January 16, 1943

Section East Unit, Dixie Summit-Austin

Kind of work Grading, Surfacing and Grading

Highway John Day

Section prefix 12-1108

Contractor Fisher Brothers

Contract number 2398

Date of contract Dec 17, 1940

Date of completion Aug 31, 1941

Date work started april 24 See 4-24-41 letter, 19

Estimated date of completion , 19

Amount of contract $

Per cent of time elapsed 100 + %

Estimated cost of completed project, exclusive of engineering $

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date, $, %

Date project was completed Sept 19, 1942

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Semi-Final Estimate was completed and shipped to Division Office on Saturday, January 9th, Mr. L. N. Dow, Transitman and J. E. Waterhouse were transferred to Mr. L. R. Chandler, Res Engr at Pendleton and Earl C. Valade, Head Chainman was transferred to Mr. J. E. Morelock, Locating Engineer at Hood River.

Juanita A. Mosiers services were discontinued due to completeion of work. I left for The Dalles 11 A. M. to report for other work.

This is the ~~final-estimate-~~ report on this Section unless something further comes up.

RECEIVED
JAN 18 1943

NOTED
E. M. B[illegible]

Signed J E Beck

Address The Dalles

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County,......%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants............

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

STATE PRINTING DEPT.

RECEIVED
DEC 8 1942
FOR FILING

305-A-1

December 7, 1942

Shell Oil Company
1220 S. W. Morrison
Portland, Oregon

Attention: Frank J. Hurner, Division Credit Mgr.

Gentlemen:

This acknowledges receipt of your letter of November 4, 1942, inquiring as to the date the State Highway Commission accepted Fisher Brothers' contract, No. 2398.

The State Highway Commission has not as yet accepted this contract. The completion date, which originally was October 6 has been changed to September 19, 1942.

Very truly yours,

AM

Secretary

SHELL OIL COMPANY
INCORPORATED
1220 S.W. MORRISON STREET
PORTLAND, OREGON
TELEPHONE ATWATER 7321

December 4, 1942

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

Attention: Mr. Glaisyer

Re: Fisher Brothers
Contract #2398

Sometime ago you advised us that the above contract was completed on October 6. Will you please tell us the date on which this contract was accepted by the Commission and whether or not any liens have been filed?

A self-addressed, stamped envelope is enclosed for your convenience.

Very truly yours,

SHELL OIL COMPANY
Incorporated

FRANK J. HURNER
Division Credit Manager

FJH:GL
Encl.

RECEIVED
[illegible] 1942
FOR FILING

305-A-1

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

November 30, 1942

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Final inspection of Oregon [illegible]-FAP 305-A (1), Dixie Summit Section of the John Day Highway ______, was made by a representative of this office on October 20, 1942.

Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Sr. Highway Engineer

RECEIVED
[illegible] 1 - 1942
STATE HIG[illegible] [illegible]

Don

RECEIVED
NOV 30 1942
FOR FILING

305-H-1

November 30, 1942

Mr. William Zickler
Box 162
c/o Leonard & Slate
Walla Walla, Washington

Dear Sir:

In accordance with your request of November 28, 1942, we advise that Fisher Brothers' contract, No. 2398, for grading, surfacing and oiling the East Unit, Dixie Summit-Austin Section of the John Day Highway, in Grant County, was completed September 19, 1942, but has not as yet been accepted by the Commission.

The final estimate has not been paid Fisher Brothers, in fact this office has not received the final calculations from the field. Therefore, it will be impossible to pay the final until some time after the first of the year.

On the estimate paid in October, the Class "A" concrete was carried at 104 cubic yards, or a total of $2,496.00, and the total reinforcements at 15,800 pounds, or a total of $1,027.00. These amounts may be corrected when the final calculations are received and checked in this office.

The performance bond on this contract was furnished by the General Casualty Company of America through its resident agent, Legler and McGahuey, Oregon City, Oregon.

Very truly yours,

DGD:AM

Secretary

2398
[illegible] not in
[illegible] at this time
(From October Estimate)
[illegible] Class "A" Conc. 104 C.Y. $2,49[illegible]

[illegible] Metal Reinf. 15,800 lbs. $[illegible]

(The [illegible]
[illegible] Estimate).

Walla Walla Wash
Nov 28, 1942 contract 2398

hway Dept;

to know the Final
the Concrete and steel
rothers job on Dixie
believe the job was
fall.
l estimate been paid to
Fisher Brothers or could you tell me
about when it would be paid to them.
I sub-contracted the Concrete work on
that job and as I have been unable
to Contact or get any agreement to settle
from Fisher Brothers, I may have to
file a Claim for the balance due me.
I would also like to know who
bonded them for that job.
I would appreciate having this
information as soon as possible

Yours very truly,
William Zickler
Box 162 % Leonard and Slate
Walla Walla, Wash.

RECEIVED
NOV 30 1942
STATE [illegible] COMMISSION

Walla Walla Wash
Nov 28, 1942 contract 2398

Oregon State Highway Dept;
Salem Oregon;

Dear Sir;
I would like to know the final estimate of the concrete and steel on Fisher Brothers job on Dixie Mountain. I belive the job was finished this fall.
Has the final estimate been paid to Fisher Brothers or could you tell me about when it would be paid to them.
I sub-contracted the concrete work on that job and as I have been unable to contact or get any agreement to settle from Fisher Brothers, I may have to file a claim for the balance due me.
I would also like to know who bonded them for that job.
I would appreciate having this information as soon as possible

yours very truly,
William Zichler
Box 162 c/o Leonard and Slate
Walla Walla, Wash.

RECEIVED
NOV 30 1942
STATE [illegible] COMMISSION

RECEIVED
[illegible]

2-E-A-1

November 12th, 1942

Mr. V. R. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sirs:

Will you consent to an extension of time without penalty on Fisher Brothers' Contract No. 2398, NH 106-A (1), East Unit, Dixie Summit-Austin Section, which was awarded on December 17th, 1940, with a specified completion date of August 31st, 1942, but was not completed until September 19th, 1942?

The delay was occasioned by the difficulty of getting men and materials, together with a number of war contracts which the contractors had in the vicinity of Astoria and Ft. Stevens.

Very truly yours,

R. H. BALDOCK
CHIEF ENGINEER

B

cc to: E. C. Smith

(Rewritten to replace original lost by P.R.A.)

RECEIVED
NOV 13 1942
FOR FILING

305-A-1

November 12th, 1942

Mr. V. E. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

Will you consent to an extension of time without penalty on Fisher Brothers' Contract No. 2398, FA 305-A (1), East Unit, Dixie Summit-Austin Section, which was awarded on December 17th, 1940, with a specified completion date of August 31st, 1942, but was not completed until October 6th, 1942?

The delay was occasioned by the difficulty of getting men and materials, together with a number of war contracts which the contractors had in the vicinity of Astoria and Ft. Stevens.

Very truly yours,

R. H. BALDOCK
CHIEF ENGINEER

B

cc to E. C. Smith

RECEIVED
OCT [illegible]
FOR FILING
305-A-1

October 31, 1942

Shell Oil Company
1220 S. W. Morrison St.
Portland, Oregon

Attention: Frank J. Hurner, Division Credit Manager

Gentlemen:

In reply to your inquiry of October 30, 1942, I wish to advise that Fisher Brothers' contract, No. 2398, was completed on October 6, 1942, but has not as yet been formally accepted by the State Highway Commission. The contractor has been paid the sum of $99,343.13.

Very truly yours,

am

Secretary

SHELL OIL COMPANY
INCORPORATED
1220 S.W. MORRISON STREET
PORTLAND, OREGON

TELEPHONE ATWATER 7321

October 30, 1942

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. Glaisyer

Gentlemen:

Re: Fisher Brothers
Contract No. 2398

It will be appreciated if you will tell us on what date this contract was completed and accepted by your office, or if the contract is not finished, please advise the percentage of completion and the amount of money paid to the contractor.

A self-addressed envelope is enclosed for your convenience.

Very truly yours,

SHELL OIL COMPANY
Incorporated

FRANK J. HURNER
Division Credit Manager

FJH:GL
Encl.

RECEIVED
FOR FILING
305-A-1

September 16, 1942

Shell Oil Company
1220 S. W. Morrison
Portland, Oregon

Attention: Frank J. Hurner, Division Credit Manager

Gentlemen:

In reply to your inquiry of September 15, 1942, we advise that Fisher Brothers' contract, No. 2398, is about 85 per cent complete. The total amount paid the contractor to date is $90,849.39.

Very truly yours,

AM

Secretary

SHELL OIL COMPANY
INCORPORATED
1220 S.W. MORRISON STREET
PORTLAND, OREGON

TELEPHONE ATWATER 7321

September 15, 1942

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. Glaisyer

Gentlemen:

Re: Fisher Brothers
Contract #2398

It will be appreciated if you will tell us on what date this contract was completed and accepted by your office or if the contract is not finished, please advise the percentage of completion and the amount of money paid to the contractor.

A self-addressed envelope is enclosed for your convenience.

Very truly yours,

SHELL OIL COMPANY
Incorporated

FRANK J. HURNER
Division Credit Manager

FJH:GL
Encl.

RECEIVED
[illegible] 1942

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
August 28, 1942

Subject: Condition of the Dixie Summit construction on John Day Highway

To: Mr. R. H. Baldock
Chief Engineer
Salem, Oregon

Dear Sir:

I have investigated further the complaint of the Blue Mountain Stage Company in regard to conditions on Dixie Summit near Prairie City. This in answer to your letter to this company dated August 17th.

These people objected to driving through base rock which was being layed full width. If this base was layed half at a time it will delay the work, for Fisher Bros. are limited now by having only one grader and one roller. As there remains only two miles of this base to complete, we do not care to change the present method.

I talked with Mr. J. W. Finlayson of the Stage Company and explained that we were racing against time and that unless very unusual weather conditions prevailed the job would be oiled this year, so I hesitated in asking the contractor to do the additional work.

As conditions for traffic are improved since Mr. Finlayson wrote you, he said that he would not press the complaint and that he was satisfied, for their troubles on this summit would be over in about two weeks.

Very truly yours,

Paul Van Scoy

PAUL VAN SCOY
Division Engineer

NOTED
State Highway Engineer

PVS:lmz
cc

cc: H. G. Smith

RECEIVED
AUG 31 1942
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING

305-A-1

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
August 25, 1942

Subject: Condition of Dixie Summit construction
on the John Day Highway

To:

Mr. R. H. Baldock
Chief Engineer
Salem, Oregon

NOTED
State Highway Engineer

L

Dear Sir:

Receipt is acknowledged of your letter to the Blue Mountain Stage Company dated August 17th regarding a complaint of this Company on the condition of the Dixie Summit construction on the John Day Highway.

I am going down there this week, and will report further on the conditions.

This complaint is probably justified to some extent, for up to now these stage people have been very patient with construction work which has dragged on for months.

The complaint has been brought on by the fact that we are laying a keyed macadam to full width, having traffic work through the large loose rock for short stretches. On account of the narrow surface (22 feet), it is difficult to lay this in half widths.

Before making a final report I would like to spend a little time on the job and see if we cannot make some change in methods of construction.

RECEIVED
AUG 26 1942
STATE HIGHWAY COMMISSION

Very truly yours,

Paul Van Scoy

PAUL VAN SCOY
Division Engineer

PVS:lmz
cc

cc: H. G. Smith

RECEIVED
AUG 19 1942
FOR FILING

305-A-1

August 17, 1942

Blue Mountain Stage Company
Canyon City, Oregon

Attention Mr. J. W. Finlayson

Gentlemen:

I am forwarding a copy of your letter of August 12 to our Division Engineer, Mr. Paul Van Scoy, at La Grande, with the request that he give this matter his early attention.

As I understand it, arrangements have been made to place an oil mat on this surfacing, which work should be under way now. After I receive Mr. Van Scoy's report, will contact you further.

Thank you for your information.

Very respectfully,

R. H. Baldock
Chief Engineer

[redacted]
cc Mr. H. G. Smith
Mr. Paul Van Scoy

L. WOLDENBERG, OWNER

J. W. FINLAYSON, ASST. MGR.

BLUE MOUNTAIN STAGE CO.
"YOUR HOME INSTITUTION"
DAILY U. S. MAIL, PASSENGER, EXPRESS AND FREIGHT
HEADQUARTERS
CANYON CITY, OREGON

August 15, 1942

R. H. Baldock
State Highway Engineer
319 State Office Building
Salem, Oregon

Dear Mr. Baldock:

It is our understanding that your office has assured the trucking industry that undue hazards to tires would be eliminated from construction jobs for the duration.

We operate two pieces of equipment between here and Baker, every day. For several months, your contractor, Fisher Brothers, has left the road in a very unsatisfactory state and it has cost us a tremendous toll in tires. One driver the other day reported three blowouts, caused chiefly by the condition of the road.

Yesterday, I personally inspected the road and found portions of it covered by large, sharp rocks. There is no attempt being made to divert traffic or to keep a usable roadway.

This road is being used all most entirely by operators of essential equipment and it would appear to us that it is much more important that the tires of these operators' be preserved, than that the contractor be allowed to construct the road in his own fashion and disregard the national emergency.

We would appreciate it if you would make an immediate investigation of this matter and advise us whether or not the situation can be remedied.

RECEIVED

Very truly yours,

BLUE MOUNTAIN STAGE COMPANY

By J. W. Finlayson
Assistant Manager

JWF:bjo

CC to:

Fisher Brothers, Oregon City, Oregon
Office of Defense Transportation, Portland, Oregon.
Rationing Board, Canyon City, Oregon

RECEIVED
NOV 21 1941
FOR FIL

305-G-1

November 19, 1941

Fisher Brothers
Route 3, Box 168A
Oregon City, Oregon

Gentlemen:

The State Highway Commission, at its meeting on October 17, 1941, granted you the extension of time requested from August 31, 1941, to June 30, 1942, without penalty, in connection with contract No. 2398 for grading, surfacing and oiling on the East Unit, Dixie Summit-Austin Junction Section of the John Day Highway, in Grant County.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

MM

cc - W. C. Williams

RECEIVED
1941
FOR FILING

305-A-1

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

Stencil No. 124
May 6, 1941

IN YOUR REPLY PLEASE
REFER TO FILE No. Oregon FAP 305-A (1)
E. Unit, Dixie Summit-Austin Section
John Day Highway

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the ____________ project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Sr. Highway Engineer

Encls.

Tron

Wa+Pr-9915

Form P. R. 2

State Oregon

Federal Aid Project No. 305-A(1)

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 4th day of April, 1941

by and between the Oregon State Highway Commission, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Federal Works Administrator, hereinafter called the Administrator, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 17th day of October, 1940, a project statement, which was approved on the 6th day of November, 1940, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated for the administration of the Federal Highway Act, has furnished surveys, plans, specifications, and estimates for Section A(1) of said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 28th day of October 1940; and

Whereas the Administrator has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of seventy-seven thousand, six hundred seventy and no/100 dollars ($77,670.00) as the share of the United States payable under said act on account of Section A(1) of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Administrator do hereby mutually agree as follows:

16—11879

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939. (Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 574+00 in the SE 1/4 of Sec. 12, T. 12 S., R. 34 E., W. M., and survey station 800+93.6 in the NE 1/4 of Sec. 33, T. 11 S., R. 35 E., W. M.

, length 4.296 miles, in Grant County, being Section A(1) of Oregon Federal Aid project No. 305, consisting of 4.296 miles of roadway and no bridges~~each~~ of more than 20 feet clear span, ~~of a mile in length.~~

RECEIVED
MAR 29 1941
DISTRICT 1

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Administrator or his agents, and in accordance with the laws of said State, the rules and regulations of the Administrator, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Administrator or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Administrator, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section A(1) of said project shall not in any event exceed the sum of seventy-seven thousand, six hundred seventy and no/100 dollars ($77,670.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of one hundred twenty-seven thousand, three hundred twenty-nine and 10/100 dollars ($127,329.10), the approved total estimated cost of Section A(1) of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Administrator shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Administrator after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

The Administrator reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 589, Laws 1939. (Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Administrator on the ______ day of APR 15 1941, 19__

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell
Chairman, State Highway Commission
(Title of officer)

By ______
Member, State Highway Commission
(Title of officer)

By Herman Oliver
Member, State Highway Commission
(Title of officer)

By ______
______
(Title of officer)

By ______
______
(Title of officer)

FEDERAL WORKS ADMINISTRATOR,

By ______
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—11379

Form PR. 3—Revised

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Agency as Federal Aid Project No. 305-A(1) State of Oregon

Second. That in accordance with said provisions I have approved the sum of $127,329.10 as the total estimated cost of said project, and the sum of $77,670.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this ______ day of ______ one thousand nine hundred and APR 15 1941

Federal Works Administrator,

By H. J. O'Leary
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 10—10280

a

FORM E-123 10M 4-40

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
HURON W. CLOUGH, CANYONVILLE
HERMAN OLIVER, JOHN DAY

H. B. GLAISYER, SECRETARY
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM
C. B. McCULLOUGH
ASSISTANT STATE HIGHWAY ENGINEER
SALEM
J. M. DEVERS
ATTORNEY
SALEM

OREGON STATE HIGHWAY COMMISSION
~~SALEM~~

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325-A-1

IN REPLY PLEASE
REFER TO FILE NO.

Prairie City, Oregon.
April 24, 1941.

~~Mr. W.H. Lynch, District Engineer.~~
~~Public Roads Administration.~~
~~P.O. Box 3900,~~
~~Portland~~, Oregon.

Dear Sir:

Work started April 24, 1941von The East Unit, Dixie Summit-Austin Section of The John Day Highway. Contract No. 2398, FA 305-A (1) .

Yours truly.

C.C. Slavens.
Resident Engineer.
Box 257.
Prairie City, Oregon.

NOTED
Asst State Highway Engineer

cc: R.H. Baldock.
H.G. Smith.
W.C. Williams.
S.E. Probert.

305-A-1

(Stencil #28)

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FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

IN YOUR REPLY PLEASE REFER TO FILE No. Oregon FAP 305-A(1)
The East Unit of the Dixie Summit-
Austin Sec.of the John Day Hwy.

March 31, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature and return to this office.

Enclosed is an approved copy of the detail estimate, upon which the agreement was based, together with approved copy of specifications.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Sr. Highway Engineer

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JAN 31 1941
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FA-305-A-1

January 27, 1941

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

We are enclosing herewith seven copies of estimate as basis for project agreement for the East Unit, Summit-Austin Section, Project No. FA 305-A (1).

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

Federal Aid Project
No. 305-A (1)

EAST UNIT, SUMMIT-AUSTIN SECTION OF THE JOHN DAY HIGHWAY IN GRANT COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, January 21, 1941

All Required		Clearing and Grubbing		$ 3,200.00
100	sq. ft.	Felling Danger Trees	$ 2.50	250.00
730	cu. yds.	Structural Excavation, Unclassified	1.75	1,277.50
100	cu. yds.	Trench Excavation, Unclassified	1.25	125.00
140,000	cu. yds.	General Excavation, Unclassified	0.40	56,000.00
282,000	yd. stas.	Short Overhaul	0.01	2,820.00
7,500	C-yd. stas.	Long Overhaul	0.28	2,100.00
9,600	lin. ft.	Rounding Cutbanks	0.10	960.00
4.30	miles	Finishing Roadbed and Slopes	300.00	1,290.00
500	lin. ft.	18" Corr. Metal Pipe	2.25	1,125.00
310	lin. ft.	18" Concrete Pipe	2.50	775.00
220	lin. ft.	48" Concrete Pipe	11.00	2,420.00
530	lin. ft.	Salvaging Culvert Pipe	0.50	265.00
108	cu. yds.	Class "A" Concrete	24.00	2,592.00
17,500	lbs.	Metal Reinforcement	0.065	1,137.50
4.30	miles	Placing Quarry-run Rock in Base	400.00	1,720.00
10,350	tons	4" - 2" Rock in Base	0.90	9,315.00
6,200	tons	3/4" - 0" Rock in Quarry-run Rock Base	0.90	5,580.00
9,300	tons	3/4" - 0" Rock in Rock Base	0.90	8,370.00
500	M-gals.	Sprinkling	1.50	750.00
4.30	miles	Preparation of Base	100.00	430.00
3,550	tons	Furnishing and Placing Aggregates	1.90	6,745.00
187	tons	Furnishing and Placing 151-200 Asphalt	27.00	5,049.00
54	tons	Furnishing and Placing RC-3 or Emul. Asphalt	27.00	1,458.00
		Subtotal		$115,754.00
		10% Engr. & Cont.		11,575.40
		Total		$127,329.40

Length 4.298 miles
Cost per mile $29,625.26

Federal Aid Funds- -	$ 77,670.00
State Funds- -	49,659.40
	$127,329.40

State Funds for Construction: Chap. 173, Laws 1917; Chap. 31, Laws 1920;
Chap. 329, Laws 1939
State Funds for Maintenance: Chap. 329, Laws 1939

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JAN 11 1941
FOR FILING

305-A-1

January 10, 1941

Fisher Bros.
Route 3, Box 168
Oregon City, Oregon

Gentlemen:

We are sending you today by express a fully executed copy of Contract No. 2398, which was awarded to you on December 17, 1940, by the State Highway Commission covering the East Unit, Dixie Summit-Austin Section of the John Day Highway, in Grant County. This copy is for your records and files.

We are also sending an executed copy to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

RS

Secretary

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JAN 11 1941
FOR F

305-A-1

January 10, 1941

General Casualty Co. of America
Failing Building
Portland, Oregon

Gentlemen:

We are sending you today by express a fully executed copy of Contract No. 2398, which was awarded to Fisher Bros. by the State Highway Commission on December 17, 1940, covering work on the East Unit, Dixie Summit-Austin Section of the John Day Highway, in Grant County.

Inasmuch as you are surety for the contractor on this job we are sending you this copy of the contract for your records and files.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

RS

Secretary

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DEC 23 1940
FOR FILING

305-A-1

December 20, 1940

Fisher Brothers
Oregon City, Oregon

Gentlemen:

We are sending you today, by express, four copies of contract No. 2398 which was awarded to you on December 17, 1940, for grading, surfacing and oiling the East Unit, Dixie Summit-Austin Section of the John Day Highway, in Grant County.

Will you kindly execute all four copies of this contract as to agreement and bond and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 6, page 15, of the printed General Provisions, relating to the Workmen's Compensation Act. You are expected to accept the terms of this Act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the paragraph on the same page relating to the payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

DD:AM

NOTED
D.G. DeSart

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DEC 20 1940
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305-A-1

December 19, 1940

Fisher Brothers
Oregon City, Oregon

Gentlemen:

The State Highway Commission on December 17, 1940, awarded you the contract for 4.3 miles grading, surfacing and oiling on the East Unit, Dixie Summit-Austin Section of the John Day Highway, in Grant County. This award was based on your low bid of $117,479 submitted on that date.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AM

cc - E. H. Probert
G. H. Paxson

RECEIVED
DEC 23 1940

305-A-1

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

December 17,
1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon Federal Aid Project No. FAP 305-A (1), the East Unit, Dixie Summit-Austin Section of the John Day Highway, to Fisher Bros., Oregon City, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

By: T M Davis
T. M. Davis
Sr. Highway Engineer

NOTED
State Highway Engineer

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

RECEIVED
3-1940
STATE HIGHWAY COMMISSION

December 2, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Revised P.S. & E. documents for Oregon Federal Aid Project No. 305-A (1), the East Unit of the Dixie Summit-Austin Section of the John Day Highway, have today been recommended for approval, subject to final review and approval by the Commissioner of Public Roads. This is your authority for advertising.

Prompt submission of the bid tabulation and agreement estimate will be appreciated.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

November 29, 1940

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed seven copies of estimate to accompany plans and specifications for the East Unit, Dixie Summit- Austin Section, Project No. FA 307-A (1).
305

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dist. by J. W. Nash/ER

Encl.

Oregon State Highway Department   Federal Aid Project No. 305-A (1)

EAST UNIT, SUMMIT-AUSTIN SECTION

OF THE JOHN DAY HIGHWAY IN GRANT COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, November 29, 1940

All Required		Clearing and Grubbing		$ 3,000.00
100	Sq. ft.	Falling Danger Trees	$ 2.00	200.00
730	cu. yds.	Structural Excavation, Unclassified	2.00	1,460.00
100	cu. yds.	Trench Excavation, Unclassified	1.00	100.00
140,000	cu. yds.	General Excavation, Unclassified	.41	57,400.00
282,000	yd. sta.	Short Overhaul	.005	1,410.00
7,500	C-yd.sta.	Long Overhaul	.30	2,250.00
9,600	lin. ft.	Rounding Cutbanks	.08	768.00
430	miles	Finishing Roadbed and Slopes	250.00	1,075.00
500	lin. ft.	18" Corr. Metal Pipe	2.00	1,000.00
310	lin. ft.	18" Concrete Pipe	2.00	620.00
220	lin. ft.	48" Concrete Pipe	8.00	1,760.00
530	lin. ft.	Salvaging Culvert Pipe	1.00	530.00
108	cu. yds.	Class "A" Concrete	25.00	2,700.00
17,500	lbs.	Metal Reinforcement	.06	1,050.00
4.30	miles	Placing Quarry-run Rock in Base	400.00	1,720.00
10,350	tons	4" - 2" Rock in Base	.90	9,315.00
6,200	tons	3/4" - 0" Rock in Quarry-run Rock Base	.90	5,580.00
9,300	tons	3/4" - 0" Rock in Rock Base	.90	8,370.00
500	M-gal.	Sprinkling	1.50	750.00
4.30	miles	Preparation of Base	100.00	430.00
3,550	tons	Furnishing and Placing Aggregates	1.90	6,745.00
187	tons	Furnishing and Placing 151-200 Asphalt	26.00	4,862.00
54	tons	Furnishing and Placing RC-4 or Emulsified Asphalt	26.00	1,404.00
			Subtotal	$ 114,499.00
			10% Engr. & Cont.	11,449.90
			Total	$ 125,948.90

Length 4.298 miles

Cost per mile $ 29,304.07

Federal Aid Funds- $ 76,830.00

State Funds- 49,118.90

$ 125,948.90

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305-A-1

November 7, 1940

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

We refer to your letter of November 2, suggesting the provision of extra width shoulders for parking purposes on the East Unit of the Dixie Summit-Austin Section, Project 305-A (1).

Our field engineers are being instructed to make arrangement for parking areas as suggested, with the understanding that the work involved will be handled under an agreement supplemental to the main contract.

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

SHP:ER

cc to H. G. Smith

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

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NOV 4 - 1940
STATE HIGHWAY COMMISSION

November 2, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to P.S.& E. papers recently submitted for Oregon Federal Aid Project 305-A (1), the East Unit of the Dixie Summit-Austin Section of the John Day Highway.

The section for this improvement is a graded width of 30 ft. with surfacing with a top width of 24 ft. It is agreed that continuous 8-ft. to 10-ft. shoulders are not warranted on this project. However, we consider that emergency parking spaces 2000 ft. in length should be provided at the required 4-mile intervals, staggered on each side of the road. By utilizing the existing road between such points as Stations 600 to 635, 657 to 677, 700 to 720 and 750 to 770, it would appear possible to provide the required number of 2000-ft. parking spaces at moderate cost.

We would suggest that this revision be considered before the opening of bids. If, however, this cannot be done, it may be handled as a supplementary agreement after the opening.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

October 24, 1940

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed seven copies of estimate and three copies of right of way statement for the East Unit, Dixie Summit-Austin Section, Project No. FA 305-A (1).

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

Encl.

Oregon State Highway Department   Federal Aid Project No. 305-A (1)

EAST UNIT, SUMMIT-AUSTIN SECTION

OF THE JOHN DAY HIGHWAY IN GRANT COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, October 24, 1940

All Required		Clearing and Grubbing		$ 3,000.00
100	sq. ft.	Felling Danger Trees	$ 2.00	200.00
730	cu. yds.	Structural Excavation, Unclassif.	1.00	730.00
100	cu. yds.	Trench Excavation, Unclassif.	1.00	100.00
136,000	cu. yds.	General Excavation, Unclassif.	.35	47,600.00
282,000	yd. sta.	Short Overhaul	.005	1,410.00
7,500	C-yd.sta.	Long Overhaul	.30	2,250.00
9,600	lin. ft.	Rounding Cutbanks	.08	768.00
4.30	miles	Finishing Roadbed and Slopes	250.00	1,075.00
480	lin. ft.	18" Corr. Metal Pipe	2.00	960.00
300	lin. ft.	18" Concrete Pipe	2.00	600.00
210	lin. ft.	48" Concrete Pipe	7.50	1,575.00
530	lin. ft.	Salvaging Culvert Pipe	1.00	530.00
108	cu. yds.	Class "A" Concrete	25.00	2,700.00
17,500	lbs.	Metal Reinforcement	.06	1,050.00
4.30	miles	Placing Quarry-run Rock in Base	400.00	1,720.00
10,350	tons	4" - 2" Rock in Base	.85	8,797.50
5,900	tons	3/4" - 0" Rock in Quarry-run Rock Base	.90	5,300.00
8,700	tons	3/4" - 0" Rock in Rock Base	.90	7,830.00
500	M-gal.	Sprinkling	1.50	750.00
4.30	miles	Preparation of Base	100.00	430.00
3,550	tons	Furnishing and Placing Aggregates	1.80	6,390.00
187	tons	Furnishing and Placing 151-200 Asphalt	26.00	4,862.00
54	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	26.00	1,404.00
			Subtotal	$102,031.50
			10% Engr. & Cont.	10,203.15
			Total	$112,234.50

Length 4.298 miles
Cost per mile $ 26,223.01

Federal Aid Funds- -	$ 68,470.00
State Funds- -	43,764.50
	$112,234.50

EAST UNIT, SUMMIT-AUSTIN SECTION

PROJECT NO. FA 305-A (1)

All necessary right of way has been acquired for this project.

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

October 24, 1940

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FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

October 28, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S. & E. documents for Oregon Federal Aid Project No. 305-A (1), the East Unit of the Dixie Summit-Austin Section of the John Day Highway, have today been recommended for approval, subject to final review and approval by the Commissioner of Public Roads. This is your authority for advertising.

Concurrence in award will be withheld pending approval of the project statement.

Prompt submission of the bid tabulation and agreement estimate will be appreciated.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

CONTRACT# [redacted] 2349

20-4206 Deception Creek-Salt Creek Falls
Rock Prod., Willamette Hwy.
#2399 1940

R.H. Baldock

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20-4206

February 6th, 1942

NOTED
State Highway Engineer

FINAL COST ANALYSIS
Deception Creek-Salt Creek Falls
Willamette Highway in Lane County

Contract No. 2399
Clifford A. Dunn, Contractor

Prefix 20-4206
E. E. Umphlette, Resident Engineer

Item	Cost	Quantity	Unit Cost	Unit Bid	Gross Revenue
3/4"-$\frac{1}{2}$" Cr. Mat'l in S.P.	$15,646.90	3,770.7 cu. yd.	$4.15	$1.75	$6,598.73
$\frac{1}{2}$"-$\frac{1}{4}$" " " " "	14,392.06	3,468.3 " "	4.15	1.75	6,069.53
$\frac{1}{4}$"-0 " " " "	5,394.61	1,300 " "	4.15	1.75	2,275.00
Clearing & Grubbing Stockpile Sites	721.70	100%			1,000.00
Leveling Stockpile Sites	291.22	100%			350.00
Woven Wire Stock Fence	90.22	50 rods	1.80	2.00	100.00
Gates in Stock Fence	44.79	2	22.40	25.00	50.00
12" Concrete Pipe	136.19	99 lin. ft.	1.38	1.50	148.50
Screen Rejections	141.65	566.6 cu. yd.	0.25	0.25	141.65
PA #1, Extra Clearing & Grubbing	490.75	1.088 Acres	451.06	625.00	680.00
PA #2, Extra Leveling	75.87	0.521 "	145.62	175.00	91.18
Haul Adjustment - Favor of Contractor		2,036.98 yd. mi.		0.08	136.56
Cookhouse & Camp Operation Loss	1,700.02				
	$39,125.98				$17,677.55

Total Cost	$39,125.98
Gross Revenue	17,677.55
Net Loss	$21,458.43

Net Loss Equals 121.46% of Gross Revenue

Contract No. 2399

Details of Cost

Labor:			
Supervision		$966.80	
Labor		17,665.62	
State Industrial Accident Insurance		978.20	
Unemployment Compensation		558.98	
Old Age Benefit		186.32	
			$20,355.92
Material:			
Woven Wire Fence Materials		$39.10	
Gates	2 at $8.79	17.58	
12" Concrete Pipe	99 lin. ft. at $0.873	86.43	
			143.11
Miscellaneous:			
Equipment Rental (Incl. Repairs)		$10,745.40	
Gas, Oil & Grease		3,808.90	
Move In and Set Up		1,409.67	
Explosives		1,996.82	
Misc. Expense & Small Tools		1,436.41	
Overhead Expense		178.00	
Home Office Expense		356.00	
Bond		178.04	
Cookhouse & Camp Expense		1,565.76	
Less Cookhouse & Camp Revenue		- 1,842.80	
Less Expenses not Chargeable to Contract		- 1,203.25	
			18,626.95
	Total Cost		$39,125.98

Contract 2399

Analysis of Crushing Costs

	Cost	Quantity	Unit Cost
Move In and Set Up	$5,975.36	8,539 cu. yd.	$0.6998
Drill and Shoot	7,798.48	" " "	0.9132
Loading Quarry Material	3,451.97	" " "	0.4043
Hauling " "	4,496.22	" " "	0.5266
Operate Plant	9,003.24	" " "	1.0543
Haul to Stockpile	3,989.63	" " "	0.4672
Stockpiling	718.67	" " "	0.0842
	$35,433.57	8,539 cu. yd.	$4.1496

The contractor moved in and started erection of camp and crushing plant on March 12th, 1941. By May 1st, a period of seven weeks, the plant was completed, a 600-foot haul road repaired and the quarry site cleared of brush and moss. After opening up the specified talus deposit, the contractor decided that there was insufficient material available there and elected to obtain material from another source 150 feet south of his plant site. There was a two-week delay while waiting for approval from National Forest officials to open the new quarry site. Quarry work got under way May 13th, and the plant started operating May 19th. Forest officials demanded that quarry operations be screened from the road by trees and a rock ledge. This increased the cost of quarry operation. In addition, the rock broke large and required constant reshooting. 1.7 Lbs. of powder were used per cubic yard of rock produced. The slow process of getting quarry material frequently caused the plant to shut down for lack of rock. A 315 c.f. compressor and three jackhammers were used to drill the quarry. A 3/4-yard gas shovel and two trucks loaded and hauled the material to the crushing plant, which consisted of an 8' roll feeder, a 15" x 36" jaw, 3' Symons cone and a 40" x 20" rolls crushers, a single deck 4' x 12' and a double deck 4' x 16' screens, 50' of 24" and 165' of 30" conveyor belt and was powered by a 260 h.p. Enterprise diesel engine. The plant operated 500 hours from May 19th to July 23rd (9½ weeks) to produce 8,539 cubic yards of crushed material at an average rate of 17 cu. yd. per hour. Crushed rock was hauled to stockpile sites in 4-yard trucks, the average haul being 4.9 miles.

Contract No. 2399

Remarks:

This was a "State Project" and consisted of furnishing approximately 8,500 cubic yards of crushed rock in stockpile. The contract was bid and awarded December 17th, 1940. Work was started March 12th, 1941 and completed August 7th, 1941.

While the plant was being erected, a small crew and a 75 h.p. cat and dozer cleared, grubbed and leveled stockpile sites, constructed stock fences, installed gates and laid 12" concrete pipe. A camp and cookhouse were built and operated. The cost of this operation included labor and insurance, $1,674.90, and miscellaneous expenses and supplies, $1,867.92. The total cost was $3,542.82 and the revenue $1,842.80, showing a loss of $1,700.02.

Excessive use of labor inefficient management and a very difficult quarry were important factors in the large loss to the contractor on this job.

E. H. Clymer
Cost Analyst

By . . W. G. Smith

RECEIVED
NOV 21 1941
FOR FILING

20-4206

R

November 19, 1941

Mr. Clifford A. Dunn
Box 431
Klamath Falls, Oregon

Dear Sir:

The State Highway Commission, at its meeting on October 17, 1941, granted you the extension of time requested from June 30 to August 7, 1941, without penalty, in connection with contract No. 2399 for furnishing maintenance rock for the Deception Creek-Salt Creek Falls Section of the Willamette Highway, in Lane County.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

MM

c. Co. - E. B. Lytle

R

RECEIVED
OCT 28 1941
FOR FILING

20-4236

October 28, 1941

Hartford Accident & Indemnity Co.
T. B. Watters, Agent
Klamath Falls, Oregon

Gentlemen:

You are hereby notified that state highway contract No. 2399 for work on the Deception Creek-Salt Creek Falls Section of the Willamette Highway, in Lane County, has been completed by the contractor, Clifford A. Dunn, and that final settlement will be made on or after November 7, 1941.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisifed, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is served upon you since you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractor in connection with this contract will be $17,667.55, including final payment, and that no force account work was performed therein. This contract was completed on August 7, 1941, and accepted by the Commission October 17, 1941.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

[illegible]

NOTED
D. C. DeSart

R

RECEIVED
[illegible] 1941

RECEIVED
19 1941

20-4206

September 18, 1941

Oregon State Highway Commission
Roseburg, Oregon

Gentlemen:

RE: BOND #1832973 - CONTRACT, C. A. DUNN TO OREGON STATE HIGHWAY COMMISSION, DECEPTION CREEK - SALT CREEK PROJECT, WILLAMETTE HIGHWAY

This will serve to notify you that Hartford Accident and Indemnity Company hereby consents to the extension of time for completion of the job in caption from June 30, 1941, to August 7, 1941.

Yours very truly,

HARTFORD ACCIDENT AND INDEMNITY COMPANY

By L. H. Miller

L. H. Miller
Attorney in Fact

LM:ww

cc: Oregon State Highway Commission
Salem, Oregon
cc: C. A. Dunn, Klamath Falls, Oregon
cc: Surety Department, San Francisco

NOTED
[illegible]

R

RECEIVED
AUG 23 1941
FOR FILING

20-4206

August 22, 1941

Hartford Accident & Indemnity Co.
T. B. Watters
Klamath Falls, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Clifford A. Dunn on contract No. 2399, covering the Deception Creek-Salt Creek Falls Rock Production Project on the Willamette Highway in Lane County. This payment, in the amount of $3,490.16, will be made on or after September 2, 1941. The retained percentage is $750.00.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Kindly acknowledge receipt of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

RS

NOTED
D. C. DeSart

✓ R

Form E-1—5M—10-40

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending August 9, 1941

Section Deception Creek-Salt Creek Falls

Kind of work 8,900 C.Y. Materials in Stockpiles

Highway Willamette

Section prefix 20-4206

Contractor Clifford A. Dunn

Contract number 2399

Date of contract Dec. 17, 1940

Date of completion June 30, 1941

Date work started Mar. 12, 1941

Estimated date of completion Aug. 7, 1941

Amount of contract $17,214.00

Per cent of time elapsed $\frac{235}{195}$ 120 %

Estimated cost of completed project, exclusive of engineering $

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date, $777.43, 4 %

Date project was completed Aug. 7, 1941

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

PROGRESS BY CONTRACTOR

Contractor had two men cleaning up plant site and quarry site.

Project completed Aug. 7, 1941.

Last Report.

H. N. HACKETT

ENGINEERING

Two men in office one day ~~Completing estimate~~ working on Semi-Final Estimate.

RECEIVED AUG 11 1941

NOTED RAY WEBBER

Signed E. E. Resident Engineer

Address P. O. Box 507 - Eugene, Oregon.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project			23.00		
Miles partially completed			23.00		
Miles completed					
Total estimated quantities			8,900 CY		
Estimated quantities moved or placed to date			8,609 CY		
Average daily quantities					
Average daily quantities necessary to complete project on time			Completed		
Number shifts per day			1		
Hours per shift			8		
Average force on project for week			3		

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men	2					1	3
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....,

Compressors ...., Bulldozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday	"		

STATE PRINTING DEPT.

RECEIVED
JAN 8 1941
FOR FILING

20-4306

January 7, 1941

Mr. Clifford A. Dunn
Box 431
Klamath Falls, Oregon

Dear Sir:

We are sending you today by express a fully executed copy of Contract No. 2399 which was awarded to you on December 17, 1940, by the State Highway Commission, covering the Deception Creek-Salt Creek Falls Section of the Willamette Highway, in Lane County. This copy is for your records and files.

We are also sending an executed copy to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

RS

RECEIVED
JAN 8 1941
FOR FILING

20-4206

January 7, 1941

Hartford Accident & Indemnity Co.
T. B. Watters, Agent
Klamath Falls, Oregon

Gentlemen:

We are sending you today by express a fully executed copy of Contract No. 2399 which was awarded to Clifford A. Dunn by the State Highway Commission on December 17, 1940, for the Deception Creek-Salt Creek Falls Rock Production Project, on the Willamette Highway in Lane County.

We are sending you this copy of the contract for your records and files, inasmuch as you are surety for the contractor.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

RS

Secretary

RECEIVED
DEC 23 1940
FOR FILING

20-4206

December 20, 1940

Mr. Clifford A. Dunn
Box 431
Klamath Falls, Oregon

Dear Sir:

We are sending you today, by express, four copies of contract No. 2399 which was awarded to you on December 17, 1940, for furnishing crushed rock in stock piles on the Deception Creek-Salt Creek Falls Section of the Willamette Highway, in Lane County.

Will you kindly execute all four copies of this contract as to agreement and bond and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 6, page 15, of the printed General Provisions, relating to the Workmen's Compensation Act. You are expected to accept the terms of this Act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the paragraph on the same page relating to the payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

DD:AM

NOTED
D. G. DeSart

RECEIVED
DEC 20 1940
FOR FILING

20-4206

December 19, 1940

Mr. Clifford A. Dunn
Box 431
Klamath Falls, Oregon

Dear Sir:

The State Highway Commission on December 17, 1940, awarded you the contract for the Deception Creek-Salt Creek Falls Rock Production Project on the Willamette Highway, in Lane County. This award was based on your low bid of $17,214.00 submitted on that date.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AM

cc - S. H. Probert
G. S. Paxson

CONTRACT# [redacted] 2400

123-4206 Cairo Junction-Adrian Rock Prod.,
Old Oregon Trail, Nyssa-Adrian
#2400 & Adrian-Parma Hwys. 1940

RECEIVED
FEB 5 1942
FOR FILING

123-4206

February 5, 1942

Mr. Chester T. Lackey
Ontario, Oregon

Dear Sir:

The State Highway Commission, at its meeting on December 16, 1941, granted you the extension of time requested, from June 30 to September 18, 1941, without penalty, in connection with state highway contract No. 2400 for production of rock for the Cairo Junction-Adrian Section of the Old Oregon Trail, Nyssa-Adrian and Adrian-Parma Highways, in Malheur County.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

AM

cc - Mr. Paul Van Scoy

RECEIVED
DEC 30 1941
FOR FILING

133-4326

December 29, 1941

United Pacific Insurance Company
Exchange Building
Seattle, Washington

Gentlemen:

You are hereby notified that state highway contract No. 2400 for work on the Cairo Junction-Adrian Section of state highways in Malheur County, has been completed by the contractor, Chester T. Lackey, and that final settlement will be made on or after January 8, 1942, to the U. S. National Bank of Portland, Ontario Branch, to which all moneys under the contract have been assigned.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total amount paid the contractor in connection with this contract will be $9,727.22, including final payment, and that no force account work was performed therein. This contract was completed on September 18, 1941, and accepted by the Commission on December 18, 1941.

This notice is served upon you since you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

RS

NOTED
D DeSart

R

RECEIVED
SEP 30 1941
FOR FILING

123-4206

Correspondence regarding
assignments given to U. S.
National Bank of Portland,
Ontario Branch, on Contracts Nos. 2359 and 2400,
filed on 13-4205.

RECEIVED
SEP 30 1941
FOR FILING

123-4206

R

September 29, 1941

United Pacific Insurance Company
Exchange Building
Seattle, Washington

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Chester T. Labkey (Assigned to the U. S. National Bank, Ontario), on contract No. 2400, covering the Cairo Junction-Adrian Section, in Malheur County. This payment, in the amount of $2,107.52, will be made on or after October 9, 1941. The retained percentage is $701.63.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Kindly acknowledge receipt of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

HS

RECEIVED
SEP 24 1941
FOR FILING

123-41206

R

RECEIVED
SEP 22 1941
STATE HIGHWAY COMMISSION

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Baker, Ore.
Sept.19,1941

NOTED
State Highway Engineer

Subject: Work completed
Cairo Jct.-Adrian

To: Mr. R.H.Baldock, Chief Engr.
State Highway Department,
Salem, Oregon.

L

Dear Sir:

Work was completed on the Cairo Junction - Adrian rock production contract No. 2400. on September 18th.

Very truly yours,

Dean Swift.

Dean Swift, Res. Engr.

cc Mr. H.G.Smith
Mr. W.C.Williams

Form E-1—5M—10-40

No. 24

✓R

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Sept. 13,1941

Section	Cairo Jct. - Adrian	Kind of work	Rock Prod.
Highway	Old Oregon Trail	Section prefix	123-4206
Contractor	Chester T. Lackey	Contract number	2400
Date of contract	Dec. 7,1940	Date of completion	June 30,1941
Date work started	Feb. 6,1941	Estimated date of completion	Sept. 16,1941
Amount of contract	$ 9,355	Per cent of time elapsed	100 %

Estimated cost of completed project, exclusive of engineering $ 9,355

Per cent of contract completed, based on total contract price 98 %

Engineering cost to date, $ 450, 6 %

Date project was completed ...., 19....

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Did not finish as expected this week, due to machinery breakdowns.

Will finish by Tuesday of next week.

NOTED
RAY WEBBER

NOTED
R. H. BALDOCK

RECEIVED
SEP 15 1941
OFFICE OF
CONSTRUCTION ENGINEER

Signed Dean Swift

Address Baker, Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....,

Compressors ...., Bulldozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

STATE PRINTING DEPT.

RECEIVED
JAN 11 1941

123-4206

January 10, 1941

United Pacific Insurance Co.
Exchange Building
Seattle, Wash.

Gentlemen:

We are sending you today by express a fully executed copy of Contract No. 2400, which was awarded to Chester T. Lackey by the State Highway Commission on December 17, 1940, for the Cairo Junction-Adrian Section, rock production project, in Malheur County, Oregon.

Inasmuch as you appear as surety for the contractor on this job we are sending you this copy for your records and files.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

RS

a

RECEIVED
JAN 11 1941
FOR FILING

123-4206

January 10, 1941

Mr. Chester T. Lackey
Box 60
Ontario, Oregon

Dear Sir:

We are sending you today by express a fully executed copy of Contract No. 2400, which was awarded to you on December 17, 1940, by the State Highway Commission, for the Cairo Junction-Adrian Rock Production Project, in Malheur County. This copy is for your records and files.

We are also sending an executed copy to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

RS

Secretary

RECEIVED
DEC 21 1940
FOR FILING

123-4206

December 21, 1940

Mr. Chester T. Lackey
Box 60
Ontario, Oregon

Dear Sir:

We are sending you today, by express, four copies of Contract No. 2400 which was awarded to you on December 17, 1940, by the State Highway Commission covering the Cairo Junction-Adrian Rock Production in Malheur County.

Will you kindly execute all four copies of this contract as to agreement and bond and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 6, page 15, of the printed General Provisions, relating to the Workmen's Compensation Act. You are expected to accept the terms of this Act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the paragraph on the same page relating to the payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

DD
AM

RECEIVED
DEC 20 1940
FOR FILING

123 - 4206

December 19, 1940

Mr. Chester T. Lackey
Ontario, Oregon

Dear Sir:

The State Highway Commission on December 17, 1940, awarded you the contract for the Cairo Junction-Adrian Rock Production Project on the Old Oregon Trail, Nyssa-Adrian, and Adrian-Parma Highways, in Malheur County. This award was based on your low bid of $9,355.00 submitted on that date.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

STATE HIGHWAY COMMISSION

By

AM

Secretary

cc - S. H. Probert
G. S. Paxson

CONTRACT #2401

FAS 22-A-2 North Powder-Davis Ranch Sec.
North Powder River Co. Road 1940

#2401

M

RECEIVED
AUG 1 1944
[illegible]

FAS 22-A

August 11, 1944

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Reference is made to your letter of July 21 regarding maintenance inspection of Oregon FAS Project 22-A, the North Powder River Road, which was made on July 13 by a representative of your office.

This Department, under date of July 24, addressed a letter to the County Court of Union County citing the things to which attention was directed in your letter of July 21.

There is enclosed herewith a copy of a letter received from Mr. S. B. Morgan, County Engineer of Union County, in answer to the letter addressed to the County Court of Union County.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.

RECEIVED
OCT 1
FOR FILING

FAS 23-A-2

October 15, 1942

R. O. Dail & Warren Bros., Inc.
8919 S. E. Foster Road
Portland, Oregon

Gentlemen:

The State Highway Commission, at its meeting on October 1, 1942, granted you the extension of time requested, from July 15, 1941, to August 11, 1942, without penalty, in connection with contract No. 2401 for construction of the North Powder-Davis Ranch Section of the North Powder River County Road, in Union County.

Very truly yours,
STATE HIGHWAY COMMISSION

By

AM Secretary

cc - Mr. Van Scoy

RECEIVED
FOR FILING

FAS 33-A-2

October 8, 1942

U. S. Fidelity & Guaranty Company
Raymond C. Weiss, Agent
Bedell Building
Portland, Oregon

Gentlemen:

You are hereby notified that state highway contract No. 2401 for work on the North Powder-Davis Ranch Section of the North Powder River County Road, in Union County, has been completed by R. O. Dail & Warren Brothers, and that final settlement will be made on or after October 19, 1942.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is served upon you since you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractor in connection with this contract will be $18,340.03, including final payment, and that no force account work was performed therein. This contract was completed on August 11, 1942, and accepted by the Commission on October 1, 1942.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

RS

NOTED
A. L. MONSON

RECEIVED
[illegible]
FOR FILING

RH Baldock

7(1) 22-a-2

September 23rd, 1942

FINAL COST ANALYSIS

North Powder-Davis Ranch Section

North Powder River County Road

Surfacing & Oiling
R. O. Dail & Warren Bros., Contractors
E. F. Chidsey, Resident Engineer

Item	Cost	Quantity	Unit	Unit Cost	Unit Bid	Gross Revenue
3/4"-0 Gravel in Base	$6,878.77	5,047.26	Ton	$1.36	$1.20	$6,056.71
3/4"-0 Gravel in Binder Course	1,368.46	912.05	"	1.50	2.00	1,824.09
Sprinkling	196.55	255.75	M-Gal.	0.77	1.50	383.63
Preparation of Base	339.50	4.65	Mile	73.01	100.00	465.00
Furnish & Place Mineral aggregates	3,333.59	2,061.62	Ton	1.62	2.00	4,123.24
Furnish & Place RC-4 Asphalt in Binder Course	1,957.09	73.53	"	26.62	24.80	1,823.54
Furnish & Place 151-200 Asphalt	2,844.84	100.47	"	28.32	24.50	2,461.52
Furnish & Place RC-4 Asphalt in Seal Coat	1,291.17	48.48	"	26.63	24.80	1,202.30
	$18,209.92					$18,340.03

Gross Revenue	$18,340.03
Total Cost	18,209.92
Net Profit	$130.11

Net Profil Equals 0.7% of Gross Revenue

NOTED
State Highway Engineer

North Powder-Davis Ranch

Detail of Cost

Labor:		
Supervision	$482.00	
Labor	3,934.82	
State Industrial Accident Insurance	277.12	
Social Security & Unemployment Insurance	176.67	$4,870.61
Materials:		
Asphalt	$2,176.01	
Freight on Asphalt	1,934.84	4,110.85
Equipment Rental, Supplies & Misc.:		
Equipment Rental (Includes Repairs)	$4,390.87	
Rented Equipment	1,495.20	
Gas, Oil and Grease	2,000.30	
Oxygen	7.12	
Lumber	7.70	
Small Tools & Miscellaneous	594.02	
Bond	183.05	
Home Office & General Overhead	550.20	9,228.46
Total		$18,209.92

Breakdown of Crushing Costs

	Cost	Amount	Unit	Unit Cost
Move In and Set Up	$738.10	8,020.93	Ton	$0.092
Load to Plant	1,507.78	"	"	0.188
Haul " "	1,672.89	"	"	0.209
Crush	4,172.56	"	"	0.520
Haul Away Waste Material	826.60	"	"	0.103
Total Crushing Costs	$8,917.93			$1.112

Hauling Costs

Haul to Stockpile (Oil Rock)	2,973.67 Tons at 0.3 mi. haul =	892.1 Ton Miles
Haul to Road	5,047.26 " " 1.2 av. haul =	6,056.7 " "
		6,948.8 Ton Miles

Total Hauling Costs	$1,065.68
Hauling Costs per Ton Mile	$0.15

Remarks:

This was a "Federal Aid Secondary Project" and was awarded the contractor December 17th, 1940. Due to the extreme slowness of the contractor in finishing other projects under construction, work was not started until November 20th, 1941. The lateness of the season made it impossible to oil during 1941, and work was suspended December 20th, at the completion of the crushing operations. Oiling was started July 19th, 1942 and completed August 13th, 1942.

Equipment used by the contractor consisted of a semi-portable two-crusher crushing plant, 1¼ cu. yd. shovel, #77 blade, 10-ton roller, water wagon, scales and water wagon. Three trucks of the contractor's were used, and others were hired as needed. For the oiling operations in 1942 a retort, boiler, distributor, blade, ½ cu. yd. shovel and two 1,000-gal. transports were used. Trucks were mostly hired, as what the contractor had were broken down most of the time. The contractor also had considerable trouble with his roller and used one belonging to Baker County most of the time.

The gravel pit used was extremely fine, and about 60% of the material hauled to the crusher was scalped before going through the crusher. This was easily apparent to the contractor before bidding and was taken into account in the bid price. The remaining material being small, crushed easily, and good production should have been maintained, but due to poor supervision and breakdowns, the hourly average was 30 tons. The crushing plant was in fairly good shape and in material of this sort should have doubled the output.

Oiling operations were slow due to the inability of the contractor to obtain suitable labor and because of poor equipment. All equipment used was in very poor shape, and numerous breakdowns slowed operations.

This job had poor supervision, except for the crushing plant the equipment used was in very poor shape and was held over a year during rising costs of material and labor. As a result the contractor did not make a profit and was extremely satisfied to break even.

E. H. Clymer
Cost Analyst

By . . C. E. Paulsen

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

FAS 22-A-2

September 8, 1942

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Final inspection of Oregon FAS 22-A (2), North Powder-Davis Ranch Section of the North Powder River Road ____________, was made by a representative of this office on August 13, 1942.

Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By LJCaufield
L. J. Caufield
Sr. Highway Engineer

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FOR FILING

FAS 22-A-2

August 29, 1942

United States Fidelity & Guaranty Co.
Raymond C. Weiss, Agent
Bedell Building
Portland, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to R. O. Dale and Warren Brothers, on contract No. 2401, covering surfacing and oiling of the North Powder-Davis Ranch Section of the North Powder River County Road, in Union County. This payment, in the amount of $10,414.87, will be made on or after September 8, 1942. The retained percentage is $750.00.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

Kindly acknowledge receipt of this letter.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

MM

NOTED
D.G. DeSart

Form E-1—5M—8-41

✓

FAS — A-2

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

No. 6

For Week Ending August 15, 1942, 19

Section North Powder - Davis Ranch

Kind of work Surfacing and oiling

Highway North Powder River County Road

Section prefix 231-1010

Contractor R. O. Dail and Warren

Contract number 2401

Date of contract Dec.17, 1940

Date of completion July 15, 1941

Date work started Nov 20, 1941

Estimated date of completion August 11, 1941

Amount of contract $ 18,305

Per cent of time elapsed 100+ %

Estimated cost of completed project, exclusive of engineering $ 18,305

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date, $ 900.00, %

Date project was completed August 11, 1941

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

This project was turned over to me be Dean Swift on August 3, 1942.

The contractor completed the job on Tuesday of this week (Aug. 11.) and moved the last of his equipment off the job on the same day.

RECEIVED
AUG 17 1942

NOTED

Signed

Address LaGrande, Oregon

NOTED
E. M. BOOTH

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%;

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Weather fair all week		
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

STATE PRINTING DEPT.

FAS 22-A-2

RECEIVED
MAR 6 1942
FOR FILING

COPY

UNITED STATES FIDELITY and GUARANTY COMPANY

Portland Office

1112 Bedell Building, Portland, Oregon

February 14, 1942

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

We have two bonds outstanding for R. O. Dail and Warren Bros., Inc., one for grading, surfacing and oiling the Baker-Homestead Highway - Flagstaff Hill - Ruckles Creek Section in the amount of $66,747.00, and the other the North Powder Road, Union County, Oregon, in the amount of $18,304.00. #2414 #2401

Both of these contracts have been outstanding for quite some time with the result that we are desirous of obtaining late status reports. We are enclosing forms for that purpose and would appreciate it very much if you would kindly complete them and return them to this office.

Yours very truly,

R. C. Weiss (snd)

Supt. of Surety

AS
Encls.

Original filed on
1-1122

RECEIVED
JAN 6 1942
FOR FILING

FHS 22-A-2

January 5, 1942

United States Fidelity & Guaranty Co.
1112 Bedell Building
Portland, Oregon

Attention: Raymond C. Weiss, Supt. of Surety

Gentlemen:

In accordance with your letter of January 3, we advise that contract No. 2414 with R. O. Dail & Warren Brothers, Inc., is 87 per cent complete as of December 10, 1941. There has been paid to date $52,950.46 and the retained percentage is $5,006.03, making the total amount earned on the job $57,956.49. It is estimated that work will be complete on this project in the latter part of June, 1942.

Contract No. 2401 with R. O. Dail & Warren Brothers, Inc., is 26 per cent complete as of December 10, 1941. There has been paid to date $4,284.00 and the retained percentage is $476, making a total earned to December 10 of $4,760.00. This work also will probably be complete next June or July.

Very truly yours,

DD:AM Secretary

NOTED
D. DeSart

R

Stencil No. 124

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

RECEIVED
JUL 29 1941
FOR FILING

Oregon FAS 22-A (2)
North Powder-Davis Ranch Sec.
N. Powder River Road

July 24, 1941

FAS 22-A-2

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the ______________ project agreement and certificate for the above-numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Sr. Highway Engineer

Encl.

Kor

WA4Pr 11231

Form P. R. 2

State Oregon

Federal Aid Secondary Project No. FAS 88-A(2)

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 9th day of May, 1941

by and between The Oregon State Highway Commission, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Federal Works Administrator, hereinafter called the Administrator, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; particularly Section 7 of the Act approved June 16, 1936, 49 Stat. 1521 (Public No. 686, 74th Congress);

Whereas the Highway Department of said State submitted on the 1st day of February, 1939, a project statement, which was approved on the 21st day of February, 1939, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated for the administration of the Federal Highway Act, has furnished surveys, plans, specifications, and estimates for Section A(2) of said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 26th day of November 1940; and

Whereas the Administrator has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of twelve thousand, two hundred ninety and 00/100 dollars ($12,290.00) as the share of the United States payable under said act on account of Section A(2) of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Administrator do hereby mutually agree as follows:

16—11370

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

Article I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State from Chapter 175, laws 1917; Chapter 31, laws 1920; Chapter 529, laws 1939.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources
(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

Article II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 0+57 on Second Street in North Powder, and survey station 246+00 in the SE 1/4 of Section 36, T. 6 S., R. 38 E., W. M.

, length 4.648 miles, in Union County, being Section A(2) of Oregon Federal Aid Secondary project No. FAS 22, consisting of 4.648 miles of roadway and no bridges, ~~each~~ of more than 20 feet clear span, ~~of a mile in length~~.

RECEIVED
JUL 21 1941
FEDERAL

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Administrator or his agents, and in accordance with the laws of said State, the rules and regulations of the Administrator, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Administrator or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Administrator, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

16—11370

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section A(2) of said project shall not in any event exceed the sum of twelve thousand, two hundred ninety and 00/100 dollars ($12,290.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of twenty thousand, one hundred thirty-five and 28/100 dollars ($20,135.28), the approved total estimated cost of Section A(2) of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Administrator shall from time to time draw warrants on the Secretary of the Treasury for the payment to State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)
of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Administrator after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

The Administrator reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chapter 529, laws 1939.
(Include reference to statute authorizing funds and probable amount annually available)

JUL 21 1941

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Administrator on the ______ day of JUL 15 1941, 19__

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By ______

Chairman, State Highway Commission
(Title of officer)

By ______

Member, State Highway Commission
(Title of officer)

By Herman Oliver

Member, State Highway Commission
(Title of officer)

By ______

______
(Title of officer)

By ______

______
(Title of officer)

FEDERAL WORKS ADMINISTRATOR,

By H. J. O'Leary
Acting Commissioner of Public Roads.

Form PR. 3—Revised

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Agency as Federal Aid Secondary Project No. FAS 22-A(2) State of Oregon

Second. That in accordance with said provisions I have approved the sum of $ 20,155.28 as the total estimated cost of said project, and the sum of $ 12,290.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this ____ day of ____ one thousand nine hundred and JUL 15 1941

Federal Works Administrator,

By H. J. O'Leary
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—10120

a

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

(Stencil #28)

IN YOUR REPLY PLEASE
REFER TO FILE No. Oregon FAS 22-A(2),
North Powder-Davis Ranch Sec.
of North Powder Riv.Rd.

April 30, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature and return to this office.

Enclosed is an approved copy of the detail estimate, upon which the agreement was based, together with approved copy of specifications.

Very truly yours,

W. H. LYNCH
District Engineer

By LJCaufield
L. J. Caufield
Sr. Highway Engineer

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FAS 22-E-2

April 12, 1941

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

We are enclosing herewith seven copies of estimate as basis for project agreement for the North Powder-Davis Ranch Section, Project No. FAS 22-E (2).

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

Federal Aid Project
No. FAS 22-A (2)

NORTH POWDER-DAVIS RANCH SECTION

OF THE NORTH POWDER RIVER ROAD IN UNION COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 10, 1941

Inside City of North Powder (Sta. 0+57 to 13+60)

280	tons	3/4" - 0" Crushed Gravel in Base	$ 1.20	$ 336.00
40	tons	3/4" - 0" Crushed Gravel in Binder Course	2.00	80.00
30	M-gal.	Sprinkling	1.50	45.00
.25	mile	Preparation of Base	100.00	25.00
100	tons	Furnishing and Placing Mineral Aggregates	2.00	200.00
4	tons	Furnishing and Placing RC-4 Asphalt in Binder Course	24.80	99.20
5	tons	Furnishing and Placing 151-200 Asphalt	24.50	122.50
3	tons	Furnishing and Placing RC-4 or Emulsified Asphalt in Seal Coat	24.80	74.40
			Subtotal	$ 982.10
			10% Engr. & Cont.	98.21
			Total	$ 1,080.31

Length	0.247 mile
Cost per mile	$ 4,373.72

Outside City (Sta. 13+60 to 246+00)

5,020	tons	3/4" - 0" Gravel in Base	$ 1.20	$ 6,024.00
660	tons	3/4" - 0" Gravel in Binder Course	2.00	1,320.00
470	M-gal.	Sprinkling	1.50	705.00
4.40	miles	Preparation of Base	100.00	440.00
1,900	tons	Furnishing and Placing Mineral Aggregates	2.00	3,800.00
72	tons	Furnishing and Placing RC-4 Asphalt in Binder Course	24.80	1,785.60
85	tons	Furnishing and Placing 151-200 Asphalt	24.50	2,082.50
47	tons	Furnishing and Placing RC-4 or Emulsified Asphalt in Seal Coat	24.80	1,165.60
			Subtotal	$ 17,322.70
			10% Engr. & Cont.	1,732.27
			Total	$ 19,054.97

Length	4.401 miles
Cost per mile	$ 4,329.68

SUMMARY OF FAS FUNDS REQUESTED

Item	Total Cost	FAS Funds	State Funds
Inside City of North Powder	$ 1,080.31	$ 659.00	$ 421.31
Outside City	19,054.97	11,631.00	7,423.97
	$ 20,135.28	$ 12,290.00	$ 7,845.28

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939
Funds for Maintenance: Chap. 529, laws 1939

UNITED STATES FIDELITY AND GUARANTY COMPANY
PORTLAND OFFICE
1112 BEDELL BUILDING, PORTLAND, OREGON
TELEPHONE: ATWATER 8511

MORRISON K. SPROTT
Manager

JOSEPH A. BOYCE
Superintendent of Claims

22-4-2

March 7, 1941

Mr. H. B. Glaisyer
Sec. of Oregon State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

Enclosed herewith please find a request for information concerning a contract for R. O. Dail and Warren Bros., Inc. for the North Powder - Davis Ranch Section of North Powder Road, Union County, Oregon.

We would appreciate it very much if you would kindly have the enclosed form completed and then return it to us. We enclose a self addressed envelope for your convenience in replying, and I want to thank you for your kindness.

Yours very truly,

Superintendent of Surety

RCW:AS
Encl.

NOTED
D. G. DeSart

FAS-22-A-2

Copy

a

February 3, 1941

Union Oil Company of California
509 Chronicle Building
926 West Sprague Avenue
Spokane, Washington

Attention: T. J. Fahay

Gentlemen:

In response to your inquiries of January 31st, this will advise you that Contract No. 2414 with R. O. Dale and Warren Brothers Incorporated for grading and surfacing the Flagstaff Hill Ruckels Creek Section of the Baker Homestead Highway is in the amount of $66,747.10. A one hundred percent performance bond was furnished by the United States Fidelity and Guaranty Company through its local agent, Raymond C. Weiss, Bedell Building, Portland, Oregon.

Contract No. 2401 with R. O. Dale and Warren Brothers Incorporated for surfacing and oiling the North Powder Davis Ranch Section of the North Powder River County Road, was in the amount of $18,304.80. Performance bond was furnished by the United States Fidelity and Guaranty Company through its agent Raymond C. Weiss, Bedell Building, Portland, Oregon.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

DGD:OA

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FOR [illegible]

FAS [illegible] A-[illegible]

Union Oil Company of California

CHRONICLE BUILDING
SPOKANE, WASHINGTON

January 31, 1941

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STATE HI[illegible]

Oregon State Highway Commission
Salem
Oregon

Gentlemen:

It is our understanding that R. O. Dale and Warren Brothers were the successful bidders on State of Oregon Job No. 2401.

As we anticipate supplying petroleum products on this operation, we are interested in having a complete description of the contract, the job number, the name of the bonding company, its agent and his address, and the amount of the job.

Will you please furnish us with this information? Here is a business reply envelope for your convenience.

Thank you.

Yours very truly,

UNION OIL COMPANY OF CALIFORNIA

T. J. FAHAY
District Credit Supervisor

LRH:JB

By W. J. Morris

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FOR FILING

FAS 22-A-2

January 14, 1941

U. S. Fidelity & Guaranty Co.
Raymond C. Weiss
Bedell Building
Portland, Oregon

Gentlemen:

We are sending you today by express a fully executed copy of Contract No. 2401, which was awarded to R. O. Bail & Warren Bros., by the State Highway Commission on December 17, 1940, for surfacing and oiling the North Powder-Davis Ranch Section of the North Powder River County Road, in Union County.

Inasmuch as you are surety for the contractor on this job we are sending you this copy of the contract for your records and files.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

RS

RECEIVED
JAN 15 1941
FOR FILING

FAS 22-A-2

January 14, 1941

R. O. Dail & Warren Bros.
8919 S. E. Foster Road
Portland, Oregon

Gentlemen:

We are sending you today by express a fully executed copy of contract No. 2401 which was awarded to you on December 17, 1940, by the State Highway Commission, for surfacing and oiling on the North Powder-Davis Ranch Section of the North Powder River County Road, in Union County. We are also sending an executed copy to the surety on your bond. This copy is for your records and files.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

RS

Secretary

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JAN 3 1941
FOR FILING

FAS 22-A-2

January 2, 1941

R. O. Dail & Warren Bros.
8919 S. E. Foster Road
Portland, Oregon

Gentlemen:

We are sending you by express four copies of your contract with the State Highway Commission, No. 2401, for surfacing and oiling the North Powder-Davis Ranch Section of the North Powder River County Road, in Union County.

Please sign the contract agreement as party of the second part. We note that you signed the bond but overlooked the contract agreement. We will appreciate these being returned at your earliest convenience.

Yours truly,

STATE HIGHWAY COMMISSION

By

Secretary

DD:AM

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FAS 22-A-2

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FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

December 17,
1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon Federal Aid Secondary Project No. FAS 22-A (2), the North Powder-Davis Ranch Section of the North Powder River County Road, to R. O. Dail and Warren Bros., Portland, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

By T. M. Davis
T. M. Davis
Sr. Highway Engineer

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FOR FILING

FAS 22-A-2

December 19, 1940

R. O. Dail & Warren Bros., Inc.
8919 S. E. Foster Road
Portland, Oregon

Gentlemen:

We are sending to you today, by express, four copies of Contract No. 2401 which was awarded to you on December 17, 1940, for 4.65 miles surfacing and oiling on the North Powder-Davis Ranch Section of the North Powder River County Road, in Union County.

Will you kindly execute all four copies of this contract as to agreement and bond and return them to this office for approval by the Highway Commission. When this is done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the provision under Section 6, page 15, of the General Provisions, relating to the Workmen's Compensation Act. You are expected to accept the terms of this Act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the paragraph on the same page relating to payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours,

STATE HIGHWAY COMMISSION

By

DD:AM

Secretary

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DEC 20 1940
FOR FILING

FAS 22-A-2

December 19, 1940

R. O. Dail & Warren Bros., Inc.
8919 S. E. Foster
Portland, Oregon

Gentlemen:

The State Highway Commission on December 17, 1940, awarded you the contract for 4.65 miles surfacing and oiling on the North Powder-Davis Ranch Section of the North Powder River County Road, in Union County. This award was based on your low bid of $18,304.80 submitted on that date.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AM

cc - S. H. Probert
G. S. Paxson

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

RECEIVED

November 26, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S. & E. documents for Oregon Federal Aid Secondary Highway Project FAS 22-A (2), the North Powder-Davis Ranch Section of the North Powder River Road in Baker County, have today been recommended for approval, subject to final review and approval by the Commissioner of Public Roads. This is your authority for advertising.

With reference to the last paragraph of Mr. Probert's letter of November 23rd transmitting the estimate, it will be necessary that the project agreement estimate be segregated to show separately the portion within and the portion outside of North Powder, in conformance with memorandum dated March 31, 1937, a copy of which was furnished you on April 10, 1937.

Very truly yours,

W. H. LYNCH
District Engineer

By F. E. Andrews
F. E. Andrews
Sr. Highway Engineer

November 23, 1940

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

We are enclosing herewith seven copies of estimate and three copies of right of way statement for the North Powder-Davis Ranch Section, Project No. FAS 28-A (2).

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

The work inside the city of North Powder has not been segregated in the estimate for the reason that the surfacing and oiling work is uniform throughout the project and proration will be sufficiently accurate when the summary of federal aid work is submitted.

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. FAS 22-A (2)

NORTH POWDER-DAVIS RANCH SECTION
OF THE NORTH POWDER RIVER ROAD IN UNION COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, November 23, 1940

5,300	tons	3/4" - 0" Gravel in Base	$ 1.20	$ 6,360.00
700	tons	3/4" - 0" Gravel in Binder Course	1.30	910.00
500	M-gal.	Sprinkling	1.50	750.00
4.65	miles	Preparation of Base	100.00	465.00
2,000	tons	Furnishing and Placing Mineral Aggregates	2.20	4,400.00
76	tons	Furnishing and Placing MC-3 Asphalt in Binder Course	25.00	1,900.00
90	tons	Furnishing and Placing 151-200 Asphalt	25.00	2,250.00
50	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	25.00	1,250.00
			Subtotal	$ 18,285.00
			10% Engr. & Cont.	1,828.50
			Total	$ 20,113.50

Length 4.648 miles
Cost per mile $ 4,327.34

FAS Funds- -	$ 12,270.00
State Funds- -	7,843.50
	$ 20,113.50

NORTH POWDER-DAVIS RANCH SECTION

PROJECT NO. FAS 22-A (2)

All necessary right of way has been acquired for this project.

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

November 23, 1940

CONTRACT# [redacted] 2402

FAGH 186-F-1 Davies Grade Separation 1940
Project, Wolf Cr. Hwy.
#2402

RECEIVED
SEP 27 1943
FOR FILING

FAS H 196-F-1

September 27, 1943

General Casualty Co. of America
Mansfield & Co.
310 Lewis Building
Portland, Oregon

Gentlemen:

You are hereby notified that state highway contract No. 2402 for work on the Davies Grade Separation Section of the Wolf Creek Highway, in Washington County, has been completed by the contractor, C. J. Eldon, and that final payment in the amount of $2,516.06 will be made on or after October 7, 1943. This supersedes the notice of final payment which was sent you on October 30, 1941, such payment being cancelled.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $60,406.79 of which amount $45.52 represents the amount of force account work. This contract was completed on August 27, 1941, and accepted by the Commission on September 5, 1941.

This notice is served upon you since you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

EB

Recorded E.B.

NOTED
RUTH SMITH

July 27, 1943

[illegible]

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

The matter of settlement of the final estimate to Mr. C. J. Eldon on his contract for the construction of the Davies Overcrossing was presented to you at the meeting of June 15, at which time I raised the question of our authority to relieve Mr. Eldon of the cost of overtime pay to railroad employees serving as watchmen and flagmen on this project. Mr. Devers has now examined this contract and has ruled that Mr. Eldon should not be assessed the costs of this overtime service. I have, of course, no further objection to eliminating these charges from the billing against Mr. Eldon and settling the project on that basis.

When the grade separation program was started, it was the practice for the State to pay the railroad costs and collect these costs from the government without the contractor appearing in the transaction. In June of 1940, the Federal Government directed that these costs be paid in the first instance by the contractor rather than by the State. This procedure has involved us in a great deal of trouble and argument, and I would recommend that, in future projects, we revert to our previous practice of paying the railroads for their costs and recovering such of these payments as we can from the Federal Government. We have found it impracticable to act as a referee between the contractor and the Federal Government where we have no authority in the matter ourselves and must only act as the intermediary.

It is probable that we will not be able to recover all of the railroad costs from the Federal Government, but this will not result in a loss to the State, as we have always found it necessary to expend some state funds on these projects. The amount which we do not recover on one project can always be applied to some future project.

Very truly yours,

R. H. Baldock
State Highway Engineer

GSP CM
cc G. S. Paxson

[illegible]

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
ARTHUR W. SCHAUPP, MEMBER
KLAMATH FALLS
MERLE R. CHESSMAN, MEMBER
ASTORIA

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. B. McCULLOUGH
ASSISTANT STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

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SEP 4 1943
FOR FILING

FAGH 156-F-1

July 26, 1943

Glaisyer

AGENDA
JUL 27 1943

1-a

Oregon State Highway Commission,

Salem, Oregon.

Gentlemen:

I have examined the claim against C. J. Elden for reimbursement for sums paid by the State to the railroads to cover services of watchmen and flagmen used by the railroads during the construction of the Davies Overcrossing, which crossing was constructed under State Highway Contract No. 2402. The total amount is $2,436.75. This amount is made up of two gross items; namely, $1,626.39 for watchmen and flagmen service employed directly on the job and $810.36 which represents overtime and travel expense in getting the men to and from the job.

It is my opinion that the contractor in any event is liable for the sum of $1,626.39, which represents actual time employed. It is also my opinion that under the circumstances the Commission will have difficulty if it arbitrarily deducts from moneys owed the contractor the sum of $810.36, which represents the overtime and travel expense.

My detailed statement and opinion is attached for such purpose as it may serve.

Yours very truly,

J. M. DEVERS

JMD:PW
Enc.

cc G. S. Paxson
C. B. McCullough
H. B. Glaisyer

R

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
ARTHUR W. SCHAUPP, MEMBER
KLAMATH FALLS
MERLE R. CHESSMAN, MEMBER
ASTORIA

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. B. McCULLOUGH
ASSISTANT STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

July 26, 1943

Oregon State Highway Commission,

Salem, Oregon.

Gentlemen:

The subject of this opinion is claims made by two railroad companies for reimbursement for the cost of maintaining flagmen and watchmen in connection with the construction of the Davies Overcrossing on the Wolf Creek Highway in Washington County, which work was done under State Highway Contract No. 2482, with C. J. Eldon as the contractor. The claims were filed with the Highway Commission and I am advised that the claims have been paid by the State, and the Commission is now attempting to deduct the amount or amounts of the claims from moneys earned by C. J. Eldon under his said contract with the State.

The contractor, C. J. Eldon, denies any contractual obligation to pay the claims in the amounts claimed and resists the purpose of the Highway Commission to withhold from moneys due him the amount of the claims. My opinion with respect to the authority of the Commission to arbitrarily make the deductions and my opinion with respect to the obligation of the contractor to pay the claims has been requested.

A consideration of this matter calls for an examination of the several separate but related contracts; namely:

1. Contract between the Southern Pacific Company and the State with respect to the construction of the said overhead crossing.
2. A supplemental or amendatory agreement amending the above mentioned contract.
3. A contract between the State and the United Railroad Company.
4. A contract between the State and C. J. Eldon.

There is another contract which is presumed to have been executed by C. J. Eldon and the Southern Pacific Company. I do not have a copy of that executed agreement, but there has been submitted to me what is presumed to be an unexecuted copy.

We shall examine the contracts in the order of their respective dates. The contract between the State and the Southern Pacific Company is dated May 3, 1940. That contract provides that the State shall require its contractor to enter into a written agreement with the Southern Pacific Company which shall obligate the contractor, among other things, to reimburse the railroad company for costs of watchmen and flagmen. Before the contract between the Southern Pacific Company and the contractor had been executed the contract between the State and the Southern Pacific Company was amended for the purpose of changing the obligation with respect to watchmen and flagmen. The amendatory or supplemental agreement provides that:

> "Railroad shall provide watchmen, flagmen, and/or patrolmen to protect its property and operations, including property and operations of The Western Union Telegraph Company, said watchmen, flagmen, and/or patrolmen to be stationed at such points as Railroad may designate. State shall reimburse Railroad for the cost thereof upon rendition of bills therefor."

The said supplemental or amendatory agreement then deleted from the original contract between the Southern Pacific Company and the State the provision which required that the contractor in his contract with the Railroad Company should assume certain obligations with respect to watchmen and flagmen.

The contract between the State and the United Railways Company was dated October 11, 1940, and contains this provision:

> "The railway company may employ and furnish such flagmen as may be necessary to protect railroad traffic during the progress of the work contemplated under this agreement."

That agreement then goes on to provide for reimbursement for expenditures made by the Railroad Company, which reimbursements were understood to include the cost of flagmen and watchmen.

The agreement between the contractor, C. J. Elden, and the State was dated December 17, 1940, and contains provisions with respect to the employment by the railroads of flagmen and watchmen for the protection of the property of the railroads, and said agreement between the State and the contractor contains information to the effect that the contractor must enter into an agreement with the Southern Pacific Company and there was submitted to the contractor at that time a draft of such proposed contractor-Southern Pacific agreement. No contract was required between the contractor and the United Railways Company.

In the contract between the State and C. J. Eldon these provisions with respect to watchmen and flagmen are found:

> "The railroad companies and/or telegraph company will furnish such flagmen and watchmen services as they may deem necessary for the protection of their operations and property during the construction of the overhead crossing. Such flagmen and watchmen service shall be at the expense of the contractor. No direct payment will be made to the contractor for such expense, as it is understood that the cost thereof is included in his unit bid prices.
>
> "It is anticipated that the railroad companies will maintain watchmen or flagmen at the project at all times that the contractor is doing work upon their right of way. The railroad companies' rate of pay for watchmen or flagmen is approximately seventy-five (75) cents per hour for an eight-hour day, with time and one-half for overtime, plus railroad retirement fund and Unemployment Compensation in the amount of six (6) per cent. To the Southern Pacific Company payroll will be added insurance of approximately eight (8) per cent.
>
> "Railroad companies and/or The Western Union Telegraph Company will bill the State for watchmen and flagmen service performed for the contractor, and the State will pay such bills. The State will recollect said payments from the contractor by deducting the amount of payments made to the railroad or telegraph companies from the contractor's estimates."

As we have already said, the State in its agreement with the Southern Pacific Company obligates itself to reimburse the railroad for such cost and expense as the railroad might sustain in connection with the maintenance of flagmen and watchmen, and the State obligated itself to reimburse the United Railways Company for the cost of maintaining necessary flagmen and watchmen. Then the State in its contract with C. J. Eldon obligated C. J. Eldon to reimburse the State for moneys paid to the railroads for the maintenance of flagmen and watchmen. The controversy which has developed with respect to those items is occasioned by reason of items which the railroads included and practices which the railroads followed in providing watchmen and flagmen services.

The contractor commenced work under his contract and in due time the railroads established watchmen and flagmen service and in due time submitted to the Highway Commission bills for such service. The State paid the railroad's claims and then sought to withhold from the contractor the amounts of the railroad's bills for the purpose of reimbursing the State to the extent of the claims paid. The contractor protested the proposed action on the part of the Commission and I understand denies that he is indebted to the railroads for the amounts claimed. I am advised that the contractor does not deny liability for all watchmen and flagmen service but does deny the right of the railroads to charge for certain items included in the claims.

The protest is on the ground that the railroads have charged not only for actual hours the men were employed on the job but have charged for hours consumed while traveling back and forth between Portland and the job and have also charged transportation costs. The amount of the railroads' claims is $2,436.75, of which $810.36 is for the time consumed in traveling back and forth between the job and Portland plus transportation costs, thus leaving only $1,626.39 as the compensation for the time actually put in on the job by the watchmen and flagmen.

In my opinion the charges made by the railroads were unreasonable and under the circumstances were uncalled for. Had the railroads been paying the bills themselves no doubt they would have done otherwise.

Notwithstanding the unreasonableness and the inequitable character of the practice which resulted in the claims, the contractor cannot escape liability if he knew or if by the exercise of prudence or due diligence he could have known of the extent of the claims which he assumed or the practice which the railroads would follow in protecting their property.

I find nothing in any of the contracts which in any way discloses that the railroads could or intended to charge, in connection with flagmen or watchmen service, transportation costs, or that the railroads could or intended to transport their men each day between the job and Portland and that the time consumed in traveling back and forth would be computed on the basis of time and a half and then the railroads charge the State and the State collect from the contractor all of those items as the cost of maintaining watchmen and flagmen.

Unless by experience with railroads the contractor knew of such practices or such methods were brought to the attention of the contractor, it does not appear to me that it could be said that when the contractor executed his contract with the State or his contract with the Southern Pacific Company it was known to him or that he could by any provision of the contract contemplate that he would be called upon to pay as watchmen or flagmen expenses the transportation costs from Portland to the job and return each day and time and a half for overtime while the men were traveling back and forth from Portland to the job.

There is evidence to the effect that the State knew that the railroads intended to transport their flagmen and watchmen from Portland to the job and back at night and they intended to charge overtime and that they intended to charge transportation costs, but so far as any information is disclosed in the contracts I am unable to find that there had been brought to the attention of the contractor the practice which would be followed by the railroads with respect to flagmen and watchmen charges.

If the State had not already paid the railroads I would recommend that the railroads' claims be denied and that they be given an opportunity to recover in court unless they were inclined to modify their claims. There is another feature about the controversy and that is this: under some rules of law it might be held that the State should have submitted the watchmen and flagmen claims to the contractor before they were paid by the State and thus give the contractor a chance to interpose timely objection.

The fact that the contractor did not work overtime on the job would lead to the conclusion that he did not anticipate that he was being charged overtime for flagmen. I think it is appropriate to observe that the practice followed by the railroads in this particular instance was quite unusual and unless the contractor had had previous experience with railroads and therefore had had an opportunity to know of such practice, it cannot be said that because he was called upon to enter into an agreement with the railroad company and because in his contract with the State he was obligated to pay for watchmen and flagmen service that he was put on notice. Then, too, the rules of equity might say to the State that since the State knew of these practices and knew that the railroads were charging overtime while not on the job and were charging transportation costs and knew that its contractor was not working overtime it should have brought to the attention of the contractor these facts.

The State told its contractor when he was bidding on the job that he must include in his bid not as a special item but as an overhead item the cost of watchmen and flagmen service and then submitted to the contractor the form of agreement that he would have to execute with the Southern Pacific Company, but it does not appear that then or at any time until the railroads' bills were submitted was it disclosed to him that the item for watchmen and flagmen would be made up of items which were subsequently included in the railroads' claims. The liability of the contractor to permit the State to deduct from moneys earned by him under his contract with the State the full amount of the claims which the State has paid to the railroads for watchmen and flagmen service depends upon facts which are not disclosed by the record and those facts are these:

1. Did the contractor know when he submitted his bid the practice of the railroads, which practice we must admit is unusual, of including overtime and transportation costs in the watchmen and flagmen service charges?
2. Did the contractor have previous experience with the railroads as a result of which he could have or should have known of the rules and practices employed by the railroads under circumstances such as surround this controversy?
3. Did the State have information concerning the practice of the railroads under circumstances such as surround this controversy, and, if so, did the State disclose that information to its contractor before the contractor submitted his bid?

If it can be said that the contractor knew or should have known the extent of obligation which he was assuming when he undertook to pay for flagmen and watchmen service, then he is liable for the full amount of the claim.

In any event the contractor is liable for the cost of maintaining watchmen and flagmen on his job under normal conditions and while the work was being carried on.

In Mr. Paxson's report he shows that the total amount of overtime and other items objected to by the contractor is $810.36. In his statement he also shows that the total amount of the claims for both railroads is $2,436.75. The difference between these two items is $1,626.39. It is my opinion that in no event can the contractor escape liability for the payment of $1,626.39, and I believe that the Highway Commission under all of the circumstances will be warranted in withholding from funds due the contractor the sum of $1,626.39.

Yours very truly,

J. M. DEVERS

JMD:FW

cc C. B. McCullough
G. S. Paxson
H. B. Glaisyer

3f
6-16

Salem, Oregon
June 16, 1943

Davies Overcrossing

Mr. J. M. Devers
Chief Counsel
Office

Dear Sir:

At the meeting on June 15, the Highway Commission directed that the controversy with Mr. C. J. Elden over the final settlement on the Davies Overcrossing structure, Contract No. 2402, be referred to you for your opinion. For your information, a copy of a report made by Mr. Paxson on June 1 is attached. I am also attaching copies of Mr. Elden's letters of September 24, 1941, November 26, 1941, and December 8, 1942. Mr. Elden has never submitted any detailed statement of his claims in the matter but has confined himself to generalities.

In a conference with Mr. Elden on May 25, 1943, he indicated that his objections were principally to the matter of overtime and travel pay and expense. The specification covering the cost of railroad work is given in Mr. Paxson's report and in the attached copy of the contract. The question seems to hinge upon whether our contract would make the contractor responsible for overtime pay of railroad employees covering time going to and coming from the job or whether it would only make the contractor responsible for the overtime actually put in on the project while the contractor's own crew was also working overtime. I would like to get this matter cleaned up, and I would suggest that, if possible, a report be ready for the next Commission meeting.

Very truly yours,

R. H. Baldock
State Highway Engineer

GSP CM
Attached
cc G. S. Paxson

RED TO
Mr. Elaiaya
By Chief Engineer
Agenda & attach to copy of contract

AGENDA
~~JUN 15 1943~~

3-A

STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 1, 1943

SUBJECT: Davies Overcrossing

AGENDA
JUL 27 1943

on, contractor on the Davies Overcrossing (Contract
pted his final estimate on this project. Work was
t on August 27, 1941, and the final estimate was ten-
ber 29, 1941. Mr. Eldon objects to the deductions for flagman and watchman services rendered by the United Railways Company and by the Southern Pacific Company. The total flagging and watchman charges on the project were as follows:

Services rendered by the United Railways Company	$1,367.80
Services rendered by the Southern Pacific Company	$1,068.95
	,436.75

There was a considerable amount of overtime and travel pay included in these charges. Mr. Eldon says that, because he did not work overtime on the job itself, he should not be required to pay overtime to the flagmen and watchmen. Under the labor agreements governing the pay of railroad employees, these men are entitled to overtime pay from the time they leave their stations until they return, and, since it was necessary to travel some distances from their stations to the site of the overcrossing, the railroads were compelled to pay this overtime. Subject to minor corrections which might be necessary after a

~~C.R.~~
R

~~AGENDA~~
~~JUN 15 1943~~

3-A

AGENDA
JUL 27 1943

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 1, 1943

SUBJECT: Davies Overcrossing

To: Mr. R. H. Baldock
Chief Engineer
Office

Dear Sir:

Mr. C. J. Eldon, contractor on the Davies Overcrossing (Contract No. 2402), has not accepted his final estimate on this project. Work was completed on the project on August 27, 1941, and the final estimate was tendered Mr. Eldon on October 29, 1941. Mr. Eldon objects to the deductions for flagman and watchman services rendered by the United Railways Company and by the Southern Pacific Company. The total flagging and watchman charges on the project were as follows:

Services rendered by the United Railways Company	$1,367.80
Services rendered by the Southern Pacific Company	$1,068.95
	2436.75

There was a considerable amount of overtime and travel pay included in these charges. Mr. Eldon says that, because he did not work overtime on the job itself, he should not be required to pay overtime to the flagmen and watchmen. Under the labor agreements governing the pay of railroad employees, these men are entitled to overtime pay from the time they leave their stations until they return, and, since it was necessary to travel some distances from their stations to the site of the overcrossing, the railroads were compelled to pay this overtime. Subject to minor corrections which might be necessary after a

~~C.R.~~

R

detailed audit, the division of pay into straight time, overtime, and travel allowance is as follows:

Flagman and Watchman Services

Provided by Southern Pacific Company

Month	Straight Time	Ins.	R.R. Ret. & Unemp. Tax	Overtime	Ins.	R.R. Ret. & Unemp. Tax	Travel Expense (Auto)	Mate- rials
March	$199.40	$15.81	$11.96	$ 34.26	$ 2.72	$2.06	$1.80	$14.80
April	126.72	10.05	7.60	23.76	1.88	1.43		
May	120.96	9.59	7.26	25.92	2.06	1.56		
June	119.88	9.51	7.19	26.46	2.10	1.59		
July	132.48	10.51	7.95	23.76	1.88	1.43		
August	80.64	6.40	4.84	15.12	1.20	0.91		-6.47
Totals	$780.08	$61.87	$46.80	$149.28	$11.84	$8.98	$1.80	$ 8.33
					Total	$1,068.98		

Flagman and Watchman Services

Provided by United Railways Company (S., P. and S. Railway Co.)

Month	Straight Time	Ins.	R.R. Ret. & Unemp. Tax	Overtime	Ins.	R.R. Ret. & Unemp. Tax	Travel Expense (Auto)
March	$ 66.15	$ 2.98	$ 3.97	$ 39.75	$ 1.79	$ 2.38	$ 26.24
April	175.40	7.89	10.52	91.68	4.13	5.50	83.60
May	113.40	5.10	6.80	42.63	1.92	2.56	54.60
June	112.05	5.04	6.72	45.68	2.06	2.74	54.60
July	118.80	5.32	7.09	47.71	2.15	2.86	57.20
August	74.25	3.34	4.46	27.41	1.23	1.64	36.40
Totals	$660.05	$29.67	$39.56	$294.86	$13.28	$17.68	$312.64
				Total	$1,367.74		

The total overtime pay by the United Railways Company is $325.82 with travel expense of $312.64, making a total overtime and travel allowance of $638.46. The total overtime pay of the Southern Pacific Company was $170.10 with travel expense of $1.80, making a total overtime and travel allowance of $171.90. The total for the two railroads is $810.36. In connection with the Southern Pacific Company's billing, their employees rode to the job on company trains, and a considerable portion of the overtime pay is really travel expense.

Mr. Eldon first notified us of his objection to the billing on September 24, 1941, when he accepted the last partial estimate and stated that he was doing so under protest. Under date of November 26, 1941, he returned the final estimate unsigned and asked that the charges for all flagging and watchman service which was performed after the time his falsework was complete be eliminated. He based this request upon the fact that he had complied with the Public Utilities Commissioner's Order No. 8851, dated March 8, 1941, and had placed certain telltales and warning signs in addition to decking over the falsework and making a timber tunnel over which he did his work. This order, however, does not direct that flagging be discontinued, but only contains certain provisions as to minimum impaired clearance and the additional requirements of erection of telltales and warning signs. Mr. Eldon's letter of November 26 was answered on December 1, 1941, and we advised him that the railroad charges appeared to be in line with our contract, but offered to arrange a conference with you in an effort to iron out the matter. Mr. Eldon made no reply to this letter until December 8, 1942, at which time he wrote renewing his objection to the deductions. This was answered on December 15, 1942, when we again renewed the offer to arrange a conference with you concerning the matter. On May 25, 1943, Mr. Eldon called at this office and conferred with you. His claim is not entirely clear. At the conference, it appeared that he had abandoned the idea of not paying for flagman service during the construction period, but was basing his objection upon the amount of overtime shown. We have asked Mr. Eldon to submit his claim in detail and have suggested that his remedy lies in making an appearance before the Highway Commission to state his case. For your information, the following is quoted from the supplemental specifications governing the project:

> "The railroad companies and/or telegraph company will furnish such flagman and watchman services as they may deem necessary for the protection of their operations and property during the construction of the overhead crossing. Such flagman and watchman service shall be at the expense of the contractor. No direct payment will be made to the contractor for such expense, as it is understood that the cost thereof is included in his unit bid prices.

> "It is anticipated that the railroad companies will maintain watchmen or flagmen at the project at all times that the contractor is doing work upon their right of way. The railroad companies' rate of pay for watchmen or flagmen is approximately seventy-five (75) cents per hour for an eight-hour day, with time and one-half for overtime, plus railroad retirement fund and Unemployment Compensation in the amount of six (6) per cent. To the Southern Pacific Company payroll will be added insurance of approximately eight (8) per cent.
>
> "Railroad companies and/or The Western Union Telegraph Company will bill the State for watchman and flagman service performed for the contractor, and the State will pay such bills. The State will recollect said payments from the contractor by deducting the amount of payments made to the railroad or telegraph companies from the contractor's estimates."

We have not heard further from Mr. Eldon and do not know whether or not he will appear before the Highway Commission.

Very truly yours,

GS Paxson

G. S. Paxson
Bridge Engineer

GSP CM

RECEIVED

FARH: RC-F-1

Salem, Oregon
July 2, 1943

Mr. J. M. Devers
Chief Counsel
OFFICE

Dear Sir:

Reference is made to the following excerpt from the minutes of June 15.

"The Commission discussed a request from contractor G. J. Eldon for reconsideration of the amount allowed him as final payment in connection with his contract No. 2404, for the construction of the Davies Overcrossing on the Wolf Creek Highway, in Washington County. Mr. Eldon objects to the deductions that have been made for flagment and watchmen services rendered by the United Railways Company and the Southern Pacific Company, totaling $2,436.75. After considerable discussion, during which the Engineer advised that he could not recommend the relieving of Mr. Eldon from the payment of this expense, motion for further study as to the legal features involved. The motion was duly seconded by Commissioner Chessman and was declared by Chairman Banfield to have passed by the unanimous vote of the Commission."

2402

I would like to see you about this when you have time.

Very truly yours,

R. H. Baldock
State Highway Engineer

JM:js

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FAGH-186-7-1

October 30, 1941

General Casualty Company of America
Mansfield and Company
310 Lewis Building
Portland, Oregon

Gentlemen:

You are hereby notified that state highway contract No. 2402 for work on the Davies Grade Separation Section of the Wolf Creek Highway, in Washington County, has been completed by the contractor, C. J. Eldon, and that final settlement will be made on or after November 9, 1941.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is served upon you since you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractor in connection with this contract will be $59,550.95, including final payment, and that no force account work was performed therein. This contract was completed on August 27, 1941, and accepted by the Commission September 5, 1941.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

[illegible]

NOTED
D. C. DeSart

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FOR FILING

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

September 29, 1941

FAGH 186-F-1

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Final inspection of Oregon SN-FAGH 186-F (1), Davies Overcrossing Section of the Wolf Creek Highway, was made by a representative of this office on September 11, 1941.

Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Sr. Highway Engineer

Tom

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FOR FILING

FAGH 186-F-1

OREGON STATE HIGHWAY COMMISSION

September 15, 1941

General Casualty Co. of America
Mansfield & Company
310 Lewis Building
Portland, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to O. J. Eldon, Box 5686 Kenton Station, Portland, on Contract No. 2402, Davies Grade Separation on the Wolf Creek Highway in Washington County. This payment in the amount of $1,726.10, will be made on or after September 25, 1941. The retained percentage is $1,790.43.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Kindly acknowledge receipt of this letter.

Yours very truly,

OA Secretary

NOTED
D. J. DeSart

R

RECEIVED
OCT - 3 1941

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon
September 2, 1941

FAGH 186-7-1

Subject:

To: Mr. H. B. Glaisyer
Secretary
Office

Dear Sir:

For your information, C. J. Eldon completed the work on Contract 2402, Davies Grade Separation in Washington County, August 27, 1941. Will you please secure authority from the Commission to pay the final estimate on this job.

The specified completion date for the work was August 31, 1941.

Yours very truly,

G. S. Paxson
Bridge Engineer

By W A Reeves

W. A. Reeves
Bridge Office Engineer

CAG MJ
cc- C. A. Gardner

APPROVED BY HIGHWAY COMMISSION
DATE Sept 5, 1941
Secretary

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186-F-1

Stencil No. 124

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

Ore.Proj. SN-FAGH
186-F(1), Davies Overcrossing
Sec.of the Wolf Creek Hwy.

April 29, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the ______________ project agreement and certificate for the above-numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Sr. Highway Engineer

Encl.

Ison

WA+PR - 9905

Form P. R. 2

State Oregon

Federal Aid Grade Crossing   Project No. ES-FAGM 136-F(1)

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 4th day of April, 1941

by and between the Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Federal Works Administrator, hereinafter called the Administrator, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto, particularly Section 3 of the Act approved June 8, 1938, (Public No. 584, 75th Congress):

Whereas the Highway Department of said State submitted on the 10th day of October, 1938, a project statement, which was approved on the 24 day of November, 1938, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated for the administration of the Federal Highway Act, has furnished surveys, plans, specifications, and estimates for Section F(1) of said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 24 day of December 1940; and

Whereas the Administrator has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of seventy-two thousand, six hundred fifty-one and 60/100 dollars ($72,651.60) as the share of the United States payable under said act on account of Section F(1) of said project, which ~~does not exceed the authorized Federal pro rata share of~~ is the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Administrator do hereby mutually agree as follows:

16—11379

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State[1] Chap. 529, laws of 1939. (Include date and citation of act of legislature by which authorized)

(*b*) From other sources under Section 3 of the Act approved June 8, 1938, (Public No. 584, 75th Congress). (State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 2149+06.9 in Sec. 23 and survey station 2154+02.4 in Sec. 24, all in T. 2 N., R. 4 W., W. M.

length 0.097 of a mile~~s~~, in Washington County, being Section F(1) of Oregon Federal Aid Grade Crossing project No. SN-FAGM 186, consisting of ~~miles of roadway and~~ 1 bridge~~s, each~~ of more than 20 feet clear span, 0.097 of a mile in length.

10—11370 GPO

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Administrator or his agents, and in accordance with the laws of said State, the rules and regulations of the Administrator, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Administrator or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Administrator, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section F(1) of said project shall not in any event exceed the sum of seventy-two thousand, six hundred fifty-one and 60/100 dollars ($72.651.60), certified to the Secretary of the Treasury as above mentioned, which ~~does not exceed the authorized Federal pro rata share of~~ is ~~d~~ ~~%~~ the approved total estimated cost of Section F(1) of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Administrator shall from time to time draw warrants on the Secretary of the Treasury for the payment to

the State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Administrator after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

The Administrator reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 529, laws of 1939. (Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Administrator on the ______ day of

APR 15 1941, 19__

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell
Chairman, State Highway Commission
(Title of officer)

By [illegible] W. Clough
Member, State Highway Commission
(Title of officer)

By Herman Oliver
Member, State Highway Commission
(Title of officer)

By ______
(Title of officer)

By ______
(Title of officer)

FEDERAL WORKS ADMINISTRATOR,

By ______
Acting Commissioner of Public Roads.

Form PR. 3—Revised

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Agency as Federal Aid Grade Crossing Project No. SX-FAGH 186-F(1), State of Oregon

Second. That in accordance with said provisions I have approved the sum of $72,651.60 as the total estimated cost of said project, and the sum of $72,651.60 as the share of the United States, payable under said acts on account of such project, which ~~does not exceed the authorized Federal~~ is the ~~pro rata share of~~ said total estimated cost.

Done at the city of Washington, this .... day of .... one thousand nine hundred and APR 15 1941

APR 3 1941

Federal Works Administrator,

By ....
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—10120

FORM E-20 REVISED 25M 9-40

RECEIVED

1464 1.C-5-1

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 6, 1940

Subject:

To: Mr. R. H. Baldock
Chief Engineer
Office

L

Dear Sir:

Herewith five copies of a supplemental agreement for the Davies Overcrossing project on the Wolf Creek Highway in Washington County. This agreement was drawn up in our office. All five copies have been signed by the Southern Pacific Company, and they are ready for execution by the Highway Commission.

Very truly yours,

G S Paxson

G. S. Paxson
Bridge Engineer

GSP CM
Attached

4 copies returned to Paxson
12/23/40
HHS

REFERRED TO
Glassy
By Chief Eng. Office

agreement
Signed 12-18
WBS

A

FAGH 186-F-1

(Stencil #28)

RECEIVED
APR 9 1941

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

IN YOUR REPLY PLEASE REFER TO FILE No. Oregon Fed.Aid Grade Crossing
Project No. SN-FAGH 186-F(1)
Davies Overcrossing Section of
the Wolf Creek Highway

March 28, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature and return to this office.

Enclosed is an approved copy of the detail estimate, upon which the agreement was based, together with approved copy of specifications.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Sr. Highway Engineer

a

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JAN 31 1941
FOR FILING

186-F-1

January 27, 1941

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

We are enclosing herewith seven copies of estimate as basis for project agreement for the Davies Overcrossing Section, Project No. FAGH 186-F (1).

Three copies of agreement with the Southern Pacific Company are likewise enclosed.

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

Federal Aid Grade Crossing
Project No. FAGH 186-F (1)

DAVIES OVERCROSSING ON THE WOLF CREEK HIGHWAY IN WASHINGTON COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, January 21, 1941

All Required		Shoring, Cribbing, etc.		$ 6,635.00
1,300	cu. yds.	Structural Excavation	$ 2.00	2,600.00
50	cu. yds.	Structural Excavation Below Plans	4.00	200.00
7,100	lin. ft.	Furnish Untreated Piling	0.15	1,065.00
226	only	Drive Piling	10.00	2,260.00
1,640	cu. yds.	Class "A" Concrete	19.00	31,160.00
300,000	lbs.	Metal Reinforcement	0.05	15,000.00
750	lbs.	Copper	0.60	450.00
2,800	lbs.	Cast Steel	0.20	560.00
1,050	lin. ft.	Metal Handrail	5.10	5,355.00
				$65,285.00
All Required		Work to be Performed by Southern Pacific Co's Forces		$ 301.00
All Required		Work to be Performed by Spokane, Portland & Seattle Railway Co's Forces		450.00
		Subtotal		$66,036.00
		10% Engr. & Cont.		6,603.60
		SS & RR Ret. Act		12.00
		Total		$72,651.60

Length 0.097 Mile

FAGH Funds- $72,651.60

State Funds for Maintenance: Chap. 529, laws 1939

Oregon State Highway Department

Federal Aid Grade Crossing
Project No. FAGM 186-F (1)

DAVIES OVERCROSSING ON THE
WOLF CREEK HIGHWAY IN WASHINGTON COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, November 29, 1940

All Required		Shoring, Cribbing, etc.		$ 500.00
1,300	cu. yds.	Structural Excavation	$ 2.00	2,600.00
50	cu. yds.	Structural Excavation Below Plans	4.00	200.00
7,100	lin. ft.	Furnishing Untreated Piling	.20	1,420.00
226	only	Drive Piling	12.00	2,712.00
1,640	cu. yds.	Class "A" Concrete	25.00	41,000.00
300,000	lbs.	Metal Reinforcement	.055	16,500.00
750	lbs.	Copper	.50	375.00
2,800	lbs.	Cast Steel	.70	1,960.00
1,050	lin. ft.	Metal Handrail	5.50	5,775.00
				$ 73,042.00
All Required		Work to Be Performed by Southern Pacific Company's Forces		301.00
All Required		Work to Be Performed by Spokane, Portland & Seattle Railway Company's Forces		450.00
		Subtotal		$ 73,793.00
		10% Engr. & Cont.		7,379.30
		S.S. and R.R. Ret. Act		12.00
		Total		$ 81,184.30
		Length	.097 mile	
FAGM Funds				$ 81,184.30

SOUTHERN PACIFIC COMPANY

ESTIMATE OF COST FOR FORCE ACCOUNT WORK

AT THE DAVIES GRADE SEPARATION

Unit	Quantity	Character of Work	Labor	Material	Total
Job "A" Install 180 ft. Guard Rail					
LF	360	75# Rail 4.02 T		80	
Ea	2	Welded points		17	
"	16	Rail braces		16	
Prs	14	SH Cont Joints		17	
Ea	70	Nut locks		4	
"	176	Tie plates		29	
Lbs	91	Bolts & nuts		4	
Lbs	300	Track spikes		13	
		Labor place	60		
		RR Act & SS		4	
		Work Comp & Emp ins		6	
			60	190	
		DR UNCOLLECTIBLE			250
Job "B" Telegraph & Telephone Lines					
LF	300	2" WI pipe		72	
	Lot	Pipe fittings		3	
"	2,000	Duplex cable		24	
Ea	2	Guy Rods		2	
"	3	Cross arms		3	
LF	150	Strand cable		6	
Ea	4	3 bolt guy clamps		1	
LF	600	#6 wire		1	
Ea	30	Insulator pins		3	
"	20	Insulators		1	
"	2	Anchor blocks		4	
		Miscellaneous mtl		10	
		Labor	100		
		Move outfits	24		
		RR & SS Acts		8	
		WC & PL Insurance		12	
			124	150	
		DR RECOLLECT			274

Estimate of Cost for Force Account Work
at the Davies Grade Separation

Unit	Quantity	Character of Work	Labor	Material	Total
Capitalize 180 ft. Guard Rail Paid for by State					
LF	360	SH 75# rail 4.02 T at 16.80		68	
Ea	2	Welded points		10	
"	16	Rail braces		6	
Prs	16	4A Cont Jts at 85¢		14	
Ea	176	SH tie plates		19	
		Bolts & spikes		10	
		Labor place	60		
		Store expense		5	
		10% Conting	6	13	
			66	145	
		IR R&E & CR DON			211
					——
		Total (Less SS & RR Ret. Act)			$ 301

SPOKANE, PORTLAND AND SEATTLE RAILWAY COMPANY

SYSTEM LINES

ESTIMATE OF COST FOR FORCE ACCOUNT WORK AT [illegible] GRADE SEPARATION

Rearrangement of the Railway Telegraph, Telephone and Signal System	
Taking down and cabling the United Rys. and the Pacific Telephone & Telegraph Co. lines, trunking same and replacing at completion of highway bridge	$150.00
Provide and Install Steel Guard Rails	
Providing and placing guard rails on track in bridge area	300.00
	$450.00

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

December 2, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S. & E. documents for Oregon FAGH 186-F (1), the Davies Overcrossing of the Southern Pacific and United Railways Companies' tracks by the Wolf Creek Highway, have today been recommended for approval, subject to final review and approval by the Commissioner of Public Roads. This is your authority for advertising.

On Page 4 of the special provisions it is noted that 8% for insurance is to be added to the Southern Pacific Railway payroll covering watchmen or flagmen. It may be necessary to submit additional information as to the actual payment for such an insurance prior to payment. Reference is made to our letter of October 31, 1940, covering this project.

Receipt of executed copies of supplemental agreement with the Southern Pacific Railway Company will be required before the execution of the project agreement.

The programmed amount for this project is $75,000. As there is no unprogrammed balance we are showing the difference between $75,000 and the estimate of $81,184.30 as State funds.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

DAVIES OVERCROSSING

PROJECT NO. FAGH 186-F (1)

All necessary right of way has been acquired for this project.

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

November 29, 1940

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FAGH 186-F-1

January 14, 1941

General Casualty Company of America
Mansfield & Company
510 Lewis Bldg.
Portland, Oregon

Gentlemen:

We are sending you today by express a fully executed copy of Contract No. 2402 which was awarded to G. J. Eldon by the State Highway Commission on December 17, 1940, covering work on the Davies Grade Separation Project on the Wolf Creek Highway, in Washington County.

Inasmuch as you are surety for the contractor on this job we are sending you this copy of the contract for your records and files.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

RS

Secretary

RECEIVED
JAN 15 1941
FOR FILING

FAGH-186-F-1

January 14, 1941

Mr. C. J. Eldon
Box 5686
Kenton Station
Portland, Oregon

Dear Sir:

We are sending you today by express a fully executed copy of contract No. 2402, which was awarded to you on December 17, 1940, by the State Highway Commission, covering the Davies Grade Separation on the Wolf Creek Highway, in Washington County. We are also sending an executed copy to the surety on your bond. This copy is for your records and files.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

RS

Secretary

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DEC 23 1940
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FAGH 186-F-1

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

RECEIVED
DEC 20 19

December 17,
1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon Federal Aid Grade Separation Project No. FAGH 186-F (1), the Davies Grade Separation Project on the Wolf Creek Highway, to C. J. Eldon, Portland, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

By: T M Davis
T. M. Davis
Sr. Highway Engineer

NOTED
State Highway Engineer

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DEC 21 1940
FOR FILING

FAGH 186-F-1

December 21, 1940

Mr. C. J. Eldon
Box 5686, Kenton Station
Portland, Oregon

Dear Sir:

We are sending you today, by express, four copies of Contract No. 2402 which was awarded to you on December 17, 1940, by the State Highway Commission covering construction of the Davies Grade Separation Structure on the Wolf Creek Highway, in Washington County.

Will you kindly execute all four copies of this contract as to agreement and bond and return them to this office for approval by the State Highway Commission. When this is done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph in Section 7, page 13, of the printed General Provisions, relating to the Workmen's Compensation Act. You are expected to accept the terms of this Act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the paragraph on the same page relating to the payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

DD:AM

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DEC 20 1940
FOR FILING

FAGH-186-F-1

December 19, 1940

Mr. C. J. Eldon
Box 3686 Kenton Station
Portland, Oregon

Dear Sir:

The State Highway Commission on December 17, 1940, awarded you the contract for the Davies Grade Separation Project on the Wolf Creek Highway, in Washington County. This award was based on your low bid of $65,285.00 submitted on that date.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AM

cc - S. H. Probert
G. S. Paxson

4

Coast
Grade Crossing

FAGH 186-F-1

agreement with United Railways Co - covering Slavin overcrossing project. on Wolf Creek Hwy in Wash. Co.

signed Oct 11, 40

handed to Paxson 10/14/40

RECEIVED
JUL 1 1 1940
FOR FILING

Const
Projects
Grade Crossings

SALEM
May 7, 1940

Davies Undercrossing agreement

Mr. J. M. Devers
Attorney

Attention: J. W. DeSouza

Dear Sir:

I am returning to you herewith five copies of proposed agreement between the State Highway Commission and the Southern Pacific Company covering the construction of the Davies Undercrossing of the Wolf Creek Highway in Washington County. These were signed by the State Highway Commission on May 3, 1940, and are being handed to you to secure the signatures of the railroad company. I would appreciate the return of one copy for the Highway Commission's records and files when they have been signed.

Very truly yours,

HBG:AM

Secretary

Form E-30—Revised—30M—1-40

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 29, 1940

Subject:

To: Mr. J. M. Devers
Attorney
Office

Dear Sir:

Herewith five copies of the proposed agreement between the Southern Pacific Company and the State covering the Davies Overcrossing of the Wolf Creek Highway in Washington County. I have carefully studied these agreements and believe that they are satisfactory and ready for execution by the Highway Commission. I would ask that you look them over and, if they receive your approval, that you transmit them to the Highway Commission for signature.

Very truly yours,

G. S. Paxson
G. S. Paxson
Bridge Engineer

APPROVED
J. W. De Souza
ASST. ATTORNEY FOR HWY. COMM.

GSP CM
Attached

REFERRED
TO Mr. Haney
FOR Execution by Commission
J. W. DE SOUZA

All copies to Attorney 5/3/40
for signing by R.R. Co.
WS

A

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
HURON W. CLOUGH, CANYONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM
C. B. McCULLOUGH
ASSISTANT STATE HIGHWAY ENGINEER
SALEM
J. M. DEVERS
ATTORNEY
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

Const
Projects
Grade Crossings
186-F-1

February 19, 1940

REFER TO FILE NO.
IN REPLY PLEASE

Mr. E. L. King, Superintendent
Southern Pacific Company
Pacific Building
Portland, Oregon

NOTED
C. B. McCullough

Dear Sir:

In connection with the construction of the Wolf Creek Highway the State Highway Commission desires to secure a temporary permit for a grade crossing across your Tillamook branch at your railroad station 1195+48.6 in Township 3 North, Range 4 West, W. M. The request which comes to us regarding the matter reads as follows:

> "It is requested that we secure an easement or permit for this crossing, to be used until the undercrossing structure is built and the grading is carried to a point where the new grade on the Wolf Creek Highway will carry the necessary construction traffic."

Three blue print copies of a sketch showing the proposed temporary crossing and also the profile thereof are enclosed herewith, and we would appreciate your cooperation in granting to the Commission a permit for the construction period.

In view of the fact that the use of the crossing will be only during the period of construction, which use will consist of the contractor's operations, it does not appear to us that it will be necessary to go to the formality of taking up the matter before the Public Utilities Commissioner.

Yours very truly,

J. M. DEVERS

By

J. W. DeSOUZA
Assistant Attorney

JWD:AW
cc Mr. C. B. McCullough
Mr. N. G. Smith
Mr. F. D. Eason

CONTRACT#[redacted]2403

FA-6(3) Goose Rock Bridge Sec., John 1940
Day Hwy.
#2403

RECEIVED
FEB 25 1942
FOR FILING

6-3

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

1942

February 24, 1942

Oregon State Highway Commission
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer

There is enclosed for your information and files, copy of letter from M. L. O'Neil & Son advising that their claim has been paid.

Very truly yours,

Earl Snell
Secretary of State

[illegible]
enc.

REFERRED TO
BY SECRETARY

NOTED
D. DeSart

M. L. O'NEIL & SON
Highway Contractor
Stanfield, Oregon

February 19, 1942

Earl Snell

Secretary of State

Salem, Ore.

Gentlemen:

This letter is to inform you that Averill & Corbin has finished paying M. L. O'Neil & Son the balance owing on the Goose Rock Bridge. Please cancel our claim against him.

Yours very truly

M. L. O'Neil & Son

COPY

D. DeSart

File with material on contract 2403

RECEIVED
FEB 25 1942
FOR FILING

6-3

February 24, 1942

Great American Indemnity Company
Harvey Wells-Reed Insurance Agency
Failing Building
Portland, Oregon

Gentlemen:

This is to advise you that the claim of M. L. O'Neil and Son against Averill & Corbin, in connection with state highway contract No. 2403, Goose Rock Bridge Section of the John Day Highway, in Grant County, has been paid in full.

This information is given you inasmuch as you appear surety on the bond furnished by Averill & Corbin in connection with this job.

On January 5, 1942, we advised you that this claim was filed against contract No. 2479 which is in error. We should have stated that the claim was against contract No. 2403.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

DD:AM

cc - Averill & Corbin
Route 10
Portland, Oregon

NOTED
D D:Sart

February 24, 1942

M. L. O'Neil & Son
Highway Contractor
Stanfield, Oregon

Gentlemen:

This acknowledges receipt of your letter of February 19, 1942, advising that your claim against Averill & Corbin, in connection with contract No. 2403, Goose Rock Bridge Section of the John Day Highway, in Grant County, has been paid in full.

We are today bringing this information to the attention of the surety on the bond furnished by Averill & Corbin.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

AM

NOTED
D. [illegible] Sart

M. L. O'NEIL

R. J. O'NEIL

M. L. O'NEIL & SON
HIGHWAY CONTRACTOR
~~Jordan Valley~~ Stanfield, Oregon

FEB 24 1942
STATE HIGHWAY [illegible]

February 19 - 1942

Oregon State Highway Comm
Salem, Ore

Gentlemen -

This letter is to inform you that Averill + Corbin has finished paying M. L. O'Neil + Son the balance oweing on the Goose Rock bridge. Please cancel our claim against him.

Yours Very Truly
M. L. O'Neil + Son

REFERRED TO [illegible]
BY SECRETARY

[illegible] recorded on card
[illegible] usual [illegible]

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RECEIVED
JAN 14 1942
FOR FILING

6-3

January 14, 1942

Great American Indemnity Company
Harvey Wells-Reed Insurance Agency
Failing Building
Portland, Oregon

Gentlemen:

We have received through the office of the Secretary of State copies of a notice of claim, in the amount of $98.75, filed by H. L. O'Neil and Son against the bond taken from Averill and Corbin for work on the Goose Rock Bridge on the John Day Highway, in Grant County, being State Highway contract No. 2403.

Inasmuch as you are surety for the contractors on this job, we hand you herewith, for your information and such action as is necessary, a copy of this notice of claim.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

[illegible]

cc - Averill & Corbin
Route #10
Portland, Oregon

NOTED
D DeSart

January 14, 1942

Honorable Earl Snell
Secretary of State
Capitol

Dear Sir:

This acknowledges receipt of your letter of January 13, enclosing three copies of a Notice of Claim, in the amount of $98.75, filed by N. L. O'Neil and Son against the bond taken from Averill and Corbin in connection with their contract with the State Highway Commission No. 2403 for work on the Goose Rock Bridge on the John Day Highway, in Grant County.

We have noted this claim in our records of this job and will today forward to the contractor and his surety copies of the notice thereof.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

[illegible]

NOTED
D DeSart

COPY

M. L. O'NEIL & SON
Highway contractor
Jordan Valley, Oregon

"To the State of Oregon"

"Notice is hereby given that the undersigned M. L. O'Neil & Son has a claim for excuvation of rock to the approach of Goose Rock Bridge with LeTourneau Bulldozer in the sum of $98.75 against the bond taken from Great American Indemnity Company for work of bridge construction and approach excuvation."

(Signed) M. L. O'Neil

Endorsed: File No. 3025
Filed January 13, 1942
EARL SNELL, Secretary of State

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

RECEIVED
JAN 14 1942
STATE HIGHWAY COMMISSION

January 13, 1942

Oregon State Highway Commission
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer

There are enclosed for your information and files, three copies of a notice of claim by M. L. O'Neil & Son for $98.75 against the bond taken from Great American Indemnity Company for work on the approach of Goos Rock Bridge which was received and filed today.

Please acknowledge receipt of the copies.

Very truly yours,

Earl Snell
Secretary of State

S:FM
encs. 3

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FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

Stencil No. 3.

IN YOUR REPLY PLEASE REFER TO FILE NO. ________

RECEIVED
FOR FILING

December 8, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Final inspection of Oregon SN-FAP 6 (3), Goose Rock Bridge Section of the John Day Highway ______________________________, was made by a representative of this office on November 27, 1941. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L. Caufield
L. J. Caufield
Sr. Highway Engineer

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November 27, 1941

Great American Indemnity Co.
Harvey Wells-Reed Insurance Agency
Failing Building
Portland, Oregon

Gentlemen:

You are hereby notified that state highway contract No. 24[illegible] for work on the Goose Rock Bridge on the John Day Highway, in Grant County, has been completed by the contractors, Averill and Corbin, and that final settment will be made after December 19, 1941.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is served upon you since you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractor in connection with this contract will be $44,807.20, including final payment, of which $124.82 is for force account work. This contract was completed on October 31, 1941, and will be presented to the Commission for acceptance on December 19, 1941.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

MM

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FOR FILING

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October 9, 1941

Averill & Corbin
Route 10
Portland, Oregon

Gentlemen:

At the meeting of the State Highway Commission held on September 5, 1941, the following action was taken on your request for an extension of time:

> "Averill & Corbin, contract No. 2403, for construction of the Goose Rock Bridge over the John Day River on the John Day Highway, Grant County, requested an extension of time of 60 days, from August 31 to October 31, 1941, within which to complete this job. They attributed their failure to complete the project within the specified time limit to adverse weather conditions and high water in the John Day River, which prevented excavations at pier #3, in the middle of the channel. The situation was further aggravated by a cloudburst, which washed out a coffer dam and cribbing. The Engineer advised that the reasons given by the contractor for failure to complete the project within the specified time limit are correct. He recommended the granting of the extension of time requested, without penalty. A letter was presented from the Public Roads Administration concurring therein. The Commission approved the recommendation."

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

RS
cc - W. C. Williams

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FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1
POST OFFICE BUILDING
PORTLAND, OREGON

RECEIVED
JUN 10 1941
STATE HIGHWAY COMMISSION

IN YOUR REPLY PLEASE REFER TO FILE No.

Stencil No. 12
Oregon SN-FAP 6 (3)
Goose Rock Bridge Section
John Day Highway

SN-FAP-6-3

June 7, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the ____________ project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By T. M. Davis
T. M. Davis
Sr. Highway Engineer

Encls.

Jon

wa4pr-10159

Form P. R. 2

State Oregon

Federal Aid Project No. 6 (3)

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 4th day of April, 19 41

by and between the Oregon State Highway Commission

________________, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Federal Works Administrator, hereinafter called the Administrator, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 18th day of December, 1917, a project statement, which was approved on the 25th day of March, 1918, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated for the administration of the Federal Highway Act, has furnished surveys, plans, specifications, and estimates for ~~Section~~ ______ ~~of~~ said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 20th day of October 19 19; and

Whereas the Administrator has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of twenty-eight thousand, seven hundred fifty and no/100 dollars ($28,750.00) as the share of the United States payable under said act on account of ~~Section~~ ______ ~~of~~ said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Administrator do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State ; Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939. (Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 809+00 and survey station 822+00, all in Sec. 30, T. 11 S., R. 26 E., W. M.

, length 0.246 of a mil~~es~~, in Grant County,

being ~~Section~~ ~~of~~ Oregon Federal Aid project No. SS-FAP 6 (3), consisting of

0.192 of a mil~~es~~ of roadway and 1 bridg~~es each~~ of more than 20 feet clear span, 0.054 of a mile in length.

16—11879 GPO

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Administrator or his agents, and in accordance with the laws of said State, the rules and regulations of the Administrator, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Administrator or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Administrator, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction ~~of Section~~ .... of said project shall not in any event exceed the sum of twenty-eight thousand, seven hundred fifty and no/100 dollars ($28,750.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of forty-seven thousand, one hundred twenty-four and no/100 dollars ($47,124.00), the approved total estimated cost ~~of Section~~ .... of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Administrator shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Administrator after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

The Administrator reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. [illegible], laws 1939. (Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Administrator on the ______ day of MAY 10 1941, 19__

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell
Chairman, State Highway Commission
(Title of officer)

By ______
Member, State Highway Commission
(Title of officer)

By Herman Oliver
Member, State Highway Commission
(Title of officer)

By ______
(Title of officer)

By ______
(Title of officer)

FEDERAL WORKS ADMINISTRATOR,

By H. J. O'Leary
Acting Commissioner of Public Roads.

Form PR. 3—Revised

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Federal Aid Agency ~~as~~ Project No. [illegible]-FAP 6(3) State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $47,124.00 as the total estimated cost of said project, and the sum of $26,750.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this ...... day of ...... one thousand nine hundred and MAY 10 1941

FEDERAL WORKS ADMINISTRATOR,

By H. J. O'Leary
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—10139

Form PR. 3—Revised

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Federal Aid Agency as Project No. SS-FAP 6(3) State of Oregon

Second. That in accordance with said provisions I have approved the sum of $47,124.00 as the total estimated cost of said project, and the sum of $26,750.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this .... day of .... one thousand nine hundred and MAY 10 1941

Federal Works Administrator,

By O'Leary
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—10120

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(Stencil #28)

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

APR 1 - 1941
STATE HIGHWAY COMMISSION

IN YOUR REPLY PLEASE
REFER TO FILE NO. Oregon FAP 6 (3),
Goose Rock Bridge Sec. of
the John Day Highway

March 31, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature and return to this office.

Enclosed is an approved copy of the detail estimate, upon which the agreement was based, together with approved copy of specifications.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Sr. Highway Engineer

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FA-6-3

January 27, 1941

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

We are enclosing herewith seven copies of estimate as basis for project agreement for the Goose Rock Bridge Section, Project No. FA 6 (3).

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

Federal Aid Project
No. FA 6 (3)

GOOSE ROCK BRIDGE SECTION OF THE
JOHN DAY HIGHWAY IN GRANT COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, January 21, 1941

Roadway (Sta. 809+00 to 822+00)

All Required		Clearing and Grubbing		$ 500.00
30	cu. yds.	Trench Excavation, Unclassified	$2.00	60.00
11,800	cu. yds.	General Excavation, Unclassified	0.70	8,260.00
300	lin. ft.	Rounding Cutbanks	0.10	30.00
0.19	mile	Finishing Roadbed and Slopes	800.00	152.00
110	lin. ft.	24" Corr. Iron Pipe	3.50	385.00
70	lin. ft.	Salvaging Metal Flume	0.50	35.00
1,000	cu. yds.	Pit-run Gravel in Base	0.75	750.00
300	cu. yds.	Salvaging Surfacing Materials	0.75	225.00
100	cu. yds.	Filler	0.55	55.00
100	yd. mi.	Hauling Filler	0.10	10.00
50	M-gals.	Sprinkling	3.00	150.00
			Subtotal	$10,612.00
			10% Engr. & Cont.	1,061.20
			Total	$11,673.20

Bridge (Sta. 813+75 to Sta. 816+20)

540	cu. yds.	Structural Excavation, Unclassified	$5.00	$ 2,700.00
20	cu. yds.	Structural Excavation Below Plans, Unclassified	10.00	200.00
All Required		Shoring, Cribbing, etc.		2,500.00
660	cu. yds.	Class "A" Concrete	24.50	16,170.00
130,000	lbs.	Metal Reinforcement	0.051	6,630.00
100	lbs.	Copper	0.60	60.00
440	lbs.	Cast Chromium Steel	0.70	308.00
620	lin. ft.	Metal Handrail	5.50	3,410.00
All Required		Removal of Old Bridge		250.00
			Subtotal	$32,228.00
			10% Engr. & Cont.	3,222.80
			Total	$35,450.80

Length of Roadway	0.192 mile
Length of Bridge	0.054 "
Total Length	0.246 "
Cost per Mile, Roadway	$60,797.91

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	Federal Aid Funds	State Funds
Roadway	$11,673.20	$ 7,122.00	$ 4,551.20
Bridge	35,450.80	21,628.00	13,822.80
	$47,124.00	$28,750.00	$18,374.00

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

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January 7, 1941

Averill & Corbin
Route 10
Portland, Oregon

Gentlemen:

We are sending you today by express a fully executed copy of Contract No. 2403, which was awarded to you on December 18, 1940, by the State Highway Commission covering the Goose Rock Bridge Section of the John Day Highway in Grant County. This copy is for your records and files.

We are also sending an executed copy to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

RS

Secretary

RECEIVED
JAN 8 1941
FOR FILING

6-3

January 7, 1941

Great American Indemnity Co.
Harvey Wells-Reed Insurance Agency
Failing Building
Portland, Oregon

Gentlemen:

We are sending you today by express a fully executed copy of Contract No. 2403, which was awarded to Averill and Corbin by the State Highway Commission on December 18, 1940, covering the Goose Rock Bridge Section of the John Day Highway, in Grant County.

Inasmuch as you are surety for the contractor on this job we are sending you this copy of the contract for your records and files.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

RS Secretary

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6-3

December 21, 1940

Averill & Corbin
Route 10
Portland, Oregon

Gentlemen:

We are sending you today, by express, four copies of contract No. 2403 which was awarded to you on December 16, 1940, by the State Highway Commission, covering construction of the Gooserock Bridge over the John Day River on the John Day Highway, in Grant County.

Will you kindly execute all four copies of this contract as to agreement and bond and return them to this office for approval by the State Highway Commission. When this is done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph in Section 7, page 13, of the printed General Provisions, relating to the Workmen's Compensation Act. You are expected to accept the terms of this Act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the paragraph on the same page relating to the payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

DD:AM

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6-3

December 19, 1940

Averill & Corbin
Route 10
Portland, Oregon

Gentlemen:

The State Highway Commission on December 18, 1940, awarded you the contract for construction of the Gooserock Bridge over the John Day River on the John Day Highway, in Grant County. This award was based on your low bid of $42,840.00 submitted on that date.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AH

cc Mr Probert
Mr Paxson

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FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

December 18,
1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon Federal Aid Project No. 6 (3), the Gooserock Bridge over the John Day River on the John Day Highway, to Averill & Corbin, Portland, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

By: T. M. Davis
T. M. Davis
Sr. Highway Engineer

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

November 28, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Revised P.S.& E. documents for Oregon Federal Aid Project No. 6 (3), the Goose Rock Bridge Section of the John Day highway, have today been recommended for approval. This is your authority to advertise for bids, subject to final review and approval by the Commissioner of Public Roads.

Very truly yours,

W. H. LYNCH
District Engineer

By F E Andrews
F. E. Andrews
Sr. Highway Engineer

November 26, 1940

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

We are enclosing herewith seven copies of revised estimate to accompany plans and specifications for the Goose Rock Section, Project No. FA-6 (3).

Five bid proposals are being sent, under separate cover, which proposals have been revised by change in the date of receiving bids and the specified completion date.

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

Encl.

Oregon State Highway Department Federal Aid Project No. FA 6 (3)

GOOSE ROCK BRIDGE SECTION

OF THE JOHN DAY HIGHWAY IN GRANT COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, November 26, 1940

Roadway (Sta. 809+00 to 822+00)

All Required		Clearing and Grubbing		$ 200.00
30	cu. yds.	Trench Excavation, Unclassified	$ 2.00	60.00
11,800	cu. yds.	General Excavation, Unclassified	.70	8,260.00
300	lin. ft.	Rounding Cutbanks	.10	30.00
0.19	mile	Finishing Roadbed and Slopes	400.00	76.00
110	lin. ft.	24" Corr. Iron Pipe	3.50	385.00
70	lin. ft.	Salvaging Metal Flume	1.00	70.00
1,000	cu. yds.	Pit-run Gravel in Base	.60	600.00
300	cu. yds.	Salvaging Surfacing Materials	1.00	300.00
100	cu. yds.	Filler	.40	40.00
100	yd. mi.	Hauling Filler	.15	15.00
50	M-gal.	Sprinkling	2.00	100.00
			Subtotal	$ 10,136.00
			10% Engr. & Cont.	1,013.60
			Total	$ 11,149.60

Bridge (Sta. 813+75 to Sta. 816+20)

540	cu. yds.	Structural Excavation, Unclassified	$ 4.00	$ 2,160.00
20	cu. yds.	Structural Excavation Below Plans, Unclassified	10.00	200.00
All Required		Shoring, Cribbing, etc.		1,600.00
660	cu. yds.	Class "A" Concrete	23.00	15,180.00
130,000	lbs.	Metal Reinforcement	.055	7,150.00
100	lbs.	Copper	.60	60.00
440	lbs.	Cast Chromium Steel	.50	220.00
620	lin. ft.	Metal Handrail	5.50	3,410.00
All Required		Removal of Old Bridge		500.00
			Subtotal	$ 30,480.00
			10% Engr. & Cont.	3,048.00
			Total	$ 33,528.00

Length of Roadway	0.192 mile
Length of Bridge	.054 mile
Total Length	0.246 mile
Cost per mile, Roadway	$ 58,070.83

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	Federal Aid Funds	State Funds
Roadway	$ 11,149.60	$ 6,803.00	$ 4,346.60
Bridge	33,528.00	20,457.00	13,071.00
	$ 44,677.60	$ 27,260.00	$ 17,417.60

RECEIVED
OCT 29 1940
FOR FILING

FA 6-

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

October 28, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Federal Aid Project No. 6 (3), the Goose Rock Bridge Section of the John Day Highway, have today been recommended for approval, subject to final review and approval by the Commissioner of Public Roads. This is your authority to advertise for bids.

Concurrence in award of contract will be withheld pending the securing of all necessary right of way.

Very truly yours,

W H Lynch
W. H, LYNCH
District Engineer

October 22, 1940

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

We are enclosing herewith seven copies of estimate and three copies of right of way statement for the Goose Rock Bridge Section, Project No. FA 6 (3).

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dictated by J. W. Nash/EB

Encl.

Oregon State Highway Department Federal Aid Project No. FA 6 (3)

GOOSE ROCK BRIDGE SECTION
OF THE JOHN DAY HIGHWAY IN GRANT COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, October 22, 1940

Roadway (Sta. 809+00 to 822+00)

All Required		Clearing and Grubbing		$ 200.00
30	cu. yds.	Trench Excavation, Unclassified	$ 2.00	60.00
11,800	cu. yds.	General Excavation, Unclassified	.65	7,670.00
300	lin. ft.	Rounding Cutbanks	.10	30.00
0.19	mile	Finishing Roadbed and Slopes	400.00	76.00
110	lin. ft.	24" Corr. Iron Pipe	3.00	330.00
70	lin. ft.	Salvaging Metal Flume	1.00	70.00
1,000	cu. yds.	Pit-run Gravel in Base	.30	300.00
300	cu. yds.	Salvaging Surfacing Materials	1.00	300.00
100	cu. yds.	Filler	.40	40.00
100	yd. mi.	Hauling Filler	.15	15.00
50	M-gal.	Sprinkling	2.00	100.00
			Subtotal	$ 9,191.00
			10% Engr. & Cont.	919.10
			Total	$ 10,110.10

Bridge (Sta. 813+35 to Sta. 816+20)

540	cu. yds.	Structural Excavation, Unclassified	$ 4.00	$ 2,160.00
20	cu. yds.	Structural Excavation Below Plans, Unclassified	7.00	140.00
All Required		Shoring, Cribbing, etc.		1,500.00
660	cu. yds.	Class "A" Concrete	23.00	15,180.00
130,000	lbs.	Metal Reinforcement	.05	6,500.00
100	lbs.	Copper	.30	30.00
440	lbs.	Cast Chromium Steel	.50	220.00
620	lin. ft.	Metal Handrail	5.00	3,100.00
All Required		Removal of Old Bridge		500.00
			Subtotal	$ 29,330.00
			10% Engr. & Cont.	2,933.00
			Total	$ 32,263.00

Length of Roadway	0.192 mile
Length of Bridge	0.054 mile
Total Length	0.246 mile
Cost per mile, Roadway	$ 52,656.77

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	Federal Aid Funds	State Funds
Roadway	$ 10,110.10	$ 6,168.00	$ 3,942.10
Bridge	32,263.00	19,682.00	12,581.00
	$ 42,373.10	$ 25,850.00	$ 16,523.10

GOOSE ROCK SECTION

PROJECT NO. FA 6 (3)

While negotiations for right of way are in progress, two parcels have not been secured, nor has the right to occupy and use the parcels been secured, but it is now believed all necessary right of way can be made fully available within twenty days.

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

October 22, 1940

CONTRACT# 2404

19-1112 Forest Boundary-Cottonwood Creek Sec.
Klamath Falls-Lakeview Hwy. 1940

#2404

R.H. Baldock 19-1112

May 16th, 1942

FINAL COST ANALYSIS
Forest Boundary-Cottonwood Creek
Klamath Falls-Lakeview Highway in Lake County

Contract 2404
Fisher Bros., Contractors

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Prefix 19-1112
J. T. Burch, Resident Engineer

Item	Cost	Quantity	Unit Cost	Unit Bid	Gross Revenue
xClearing & Grubbing	$1,000.00	100%	$1000.00	1000.00	$1,000.00
xStructural Excavation, Common	666.20	333.1 Cu. Yd.	2.00	2.00	666.20
xTrench Excavation, Common	394.13	525.5 " "	0.75	0.75	394.13
xGeneral Excavation, Unclassified	37,554.41	197,654.8 " "	0.19	0.19	37,554.41
xShort Overhaul	4,136.73	689,455 Y. St.	0.006	0.006	4,136.73
xLong "	2,020.55	8,082.20 C-Y. St.	0.25	0.25	2,020.55
xRound Cutbanks	940.10	13,430 Lin. Ft.	0.07	0.07	940.10
xFinishing Roadbed & Slopes	1,290.00	4.3 Miles	300.00	300.00	1,290.00
x18" Corr. Iron Pipe	2,556.00	1,278 Lin. Ft.	2.00	2.00	2,556.00
x24" " " "	998.20	322 " "	3.10	3.10	998.20
x30" " " "	368.00	92 " "	4.00	4.00	368.00
#Deliver & Drive Piling	768.00	48 Only	16.00	20.00	960.00
#Treated Lumber	2,185.26	19.866 M-FBM	110.00	115.00	2,284.59
#Class "A" Concrete	6,252.96	260.54 Cu. Yd.	24.00	27.00	7,034.58
#Metal Reinforcement	2,314.98	40,260.44 Lbs.	0.0575	0.06	2,415.63
Wood Sight Posts	147.45	76 Only	1.94	3.00	228.00
Snow Fence	1,051.52	2,800 Lin. Ft.	0.376	0.40	1,120.00
Material in Subbase and Shoulder Base	10,635.37	17,516 Cu. Yd.	0.61	0.65	11,385.40
4½"-2" Rock in Base	10,986.10	9,009.985 Tons	1.22	1.20	10,811.98
3/4"-0" Rock in Base and Shoulders	6,584.31	5,400.105 "	1.22	1.20	6,480.13
Sprinkling	964.32	784 M-Gal.	1.23	1.50	1,176.00

NOTED
Highway Engineer

Forest Boundary-Cottonwood Creek Final Cost Analysis.

Item	Cost	Quantity	Unit Cost	Unit Bid	Gross Revenue
*Preparation of Base	$430.00	4.3 Miles	$100.00	$100.00	$430.00
*Furnishing and Placing Aggregate	7,354.31	3,613.508 Tons	2.04	2.10	7,588.37
*Furnishing and Placing 151-200 Asphalt	3,905.20	195.26 "	20.00	20.00	3,905.20
*Furnishing and Placing RC-4 Asphalt	978.80	48.94 "	20.00	20.00	978.80
3/4"-½" Cr. Rock in S.P.	1,009.72	711.3 Cu. Yd.	1.42	1.25	889.13
½"-¼" " " " "	798.47	562.5 " "	1.42	1.25	703.13
¼"-0" " " " "	289.72	204.1 " "	1.42	1.25	255.13
PA #1, 6" Conc. Drain Tile	206.75	475 Lin. Ft.	0.435	0.60	285.00
" ", Struct. Excav.	55.76	36.9 Cu. Yd.	1.51	2.00	73.80
" ", Cr. Rock Backfill	58.88	36 " "	1.64	1.50	54.00
#PA #2, Cement Adjustment	- 49.42	- 17.34 Bbl.	2.85	2.85	- 49.42
PA #3, Hand Placed Riprap	261.19	95.2 Cu. Yd.	2.74	2.50	238.00
*PA #4, Purchase Excess Asphalt in Barrels	276.01	17.75 Tons	15.55	15.55	276.01
Force Account	242.85				287.76
	$109,632.83				$111,735.54

Gross Revenue	$111,735.54
Total Cost	109,632.83
Net Profit	$2,102.71

Net Profit Equals 1.88% of Gross Revenue

x Sub-contracted to Berke Bros.
" " " Wm. Zickler
* " " " Norris Bros.

Contract 2404

Details of Cost

Labor:

Supervision		$630.00	
Labor		10,687.36	
State Industrial Accident Insurance		565.87	
Unemployment Compensation		339.52	
Old Age Benefit		113.17	
			$12,335.92

Material:

Wood Sight Posts	75 at $0.75	$56.25	
Snow Fence Lumber		351.52	
6" Concrete Drain Tile	475 lin. ft. at $0.33	156.75	
			564.52

Miscellaneous:

Equipment Rental (Incl. Repairs)		$11,243.65	
Gas, Oil & Grease		6,752.65	
Move In & Freight		1,581.86	
Plant Lumber		246.68	
Explosives		1,995.35	
Small Tools & Misc. Expense		390.70	
Overhead Expense		770.00	
Home Office Expense		1,130.00	
Bond		383.23	
			24,494.12

Sub-Contracted to Berke Bros.:

Clearing & Grubbing	100% at $1,000.00	$1,000.00	
Struct. Excavation, Common	333.1 cu. yd. at $2.00	666.20	
Trench Excavation, Unclassified	525.5 " " " 0.75	394.13	
General Excavation, Unclassified	197,654.8 " " " 0.19	37,554.13	
Short Overhaul	689,455 yd. sta. at 0.006	4,136.73	
Long Overhaul	8,082.2 C-yd. sta. at 0.25	2,020.55	
Rounding Cutbanks	13,430 lin. ft. at 0.07	940.10	
Finishing Roadbed and Slopes	4.3 miles at $300.00	1,290.00	
18" Corr. Iron Pipe	1,278 lin. ft. at 2.00	2,556.00	
24" " " "	322 " " " 3.10	998.20	
30" " " "	92 " " " 4.00	368.00	
			51,924.32

Contract 2404
Details of Cost (Continued)

Sub-Contracted to Wm. Zickler:

Deliver and Drive Piling	48	only at	$16.00	$768.00	
Treated Lumber	19.866	M-FBM at	$110.00	2,185.26	
Class "A" Concrete	260.54	cu. yd. at	24.00	6,252.96	
Metal Reinforcement	40,260.44	lbs. "	0.0575	2,314.98	
PA #2, Cement Adjustment	- 17.34	bbl. "	2.85	- 49.42	
					$11,471.78

Contracted to Norris Bros.:

Prep. of Base	4.3	Miles at	$100.00	$430.00	
Placing Aggregates	3,613.508	tons "	0.90	3,252.16	
Furnishing & Placing 151-200 Asphalt	195.26	" "	20.00	3,509.20	
Furnishing & Placing RC-4 Asphalt	48.94	" "	20.00	978.80	
PA #4, Purchase Excess Asphalt in Bbls.	17.75	" "	15.55	276.01	
					8,342.17
			Total Cost		$109,632.83

Contract 2404
Berke Bros., Sub-Contractors

Final Cost Analysis

Item	Cost	Quantity	Unit Cost	Unit Bid	Gross Revenue
Clearing & Grubbing	$1,698.28	100%	$1698.28	$1000.00	$1,000.00
Struct. Excav., Common	501.00	333.1 Cu. Yd.	1.50	2.00	666.20
Trench Excav., Common	424.57	525.5 " "	0.81	0.75	394.13
General Excav., Unclass.	26,618.37	197,654.8 " "	0.135	0.19	37,554.41
Short Overhaul	2,932.32	689,455 Yd. Sta.	0.004	0.006	4,136.73
Long "	1,431.78	8,082.2 C-Yd. Sta.	0.18	0.25	2,020.55
Rounding Cutbanks	970.45	13,430 Lin. Ft.	0.07	0.07	940.10
Finishing Roadbed and Slopes	1,246.00	4.3 Mile	289.77	300.00	1,290.00
18" Corr. Iron Pipe	2,364.52	1,278 Lin. Ft.	1.85	2.00	2,556.00
24" " " "	952.95	322 " "	2.96	3.10	998.20
30" " " "	345.20	92 " "	3.75	4.00	368.00
	$39,485.44				$51,924.32

Gross Revenue	$51,924.32
Total Cost	39,485.44
Net Profit	$12,438.88

Net Profit Equals 23.96% of Gross Revenue

Contract 2404
Berke Bros., Sub-Contract

Details of Cost

Labor:

Supervision	$2,376.82	
Labor	10,373.28	
State Industrial Accident Insurance	918.01	
Unemployment Compensation	382.50	
Old Age Benefit	127.50	
		$14,178.11

Materials:

18"	Corr. Iron	Pipe	1,278	lin. ft.	at $1.64	$2,091.58	
18"	" "	Bands	49		" 2.35	115.25	
24"	" "	Pipe	322	lin. ft.	" 2.59	833.07	
24"	" "	Bands	14		" 2.93	41.02	
30"	" "	Pipe	92	lin. ft.	" 3.21	295.72	
30"	" "	Bands	3		" 3.96	11.88	
							3,388.52

Miscellaneous:

Equipment Rental (Incl. Repairs)	$13,945.00	
Gas, Oil & Grease	4,276.79	
Explosives	689.78	
Move In Expense	644.29	
Small Tools & Misc. Expense	169.19	
Overhead Expense	474.52	
Home Office Expense	1,200.00	
Bond	519.24	
		21,918.81
Total Cost		$39,485.44

Remarks:

Berke Bros. moved in and started clearing work on January 23rd, 1941. This operation was slowed down by snow and bad weather. Grading was started shortly after February 1st, with two cats and scrapers, a cat and dozer and a shovel and trucks. After a slow start in bad weather, production increased rapidly and with good equipment and supervision grading was completed May 24th. The sub-contractor made a very substantial profit on this job, almost entirely on excavation and hauling items.

Contract 2404
Analysis of Crushing Costs

4½"-2" & 3/4"-0 Surfacing Material

	Cost	Quantity	Unit Cost
Set Up Plant	$626.24	11,528 Cu. Yd.	$0.0543
Drill & Shoot Quarry	3,009.07	" " "	0.2610
Load Quarry Mat'l.	1,287.08	" " "	0.1116
Haul " "	1,550.67	" " "	0.1345
Crushing Operations	3,833.18	" " "	0.3325
Cost in Bunker	$10,306.24	11,528 Cu. Yd.	$0.8939

Aggregate & Stockpile Material

	Cost	Quantity	Unit Cost
Set Up Plant	$237.29	4,368 Cu. Yd.	$0.0543
Drill & Shoot Quarry	1,140.14	" " "	0.2610
Load Quarry Mat'l.	619.02	" " "	0.1417
Haul " "	742.84	" " "	0.1701
Crushing Operations	1,892.97	" " "	0.4334
Cost in Bunker	$4,632.26	4,368 Cu. Yd.	$1.0605

In preference to the proposed quarry site, the contractor chose to develop a new site about ¼-mile south of the point where the proposed site had been opened. Drilling the quarry with 15-foot down holes and erection of crushing plant were started on June 9th, 1941. The plant was erected and production commenced on July 1st. The quarry material drilled and shot well, but crushing operations were hampered by a large amount of dirt in the shot material. Most of the 3/4"-0 key rock had to be rerun through the plant to reduce the amount of dirt passing the screens, by rejecting all material passing a 10 mesh. The plant operated 320 hours from July 1st to July 26th, to produce 11,528 cu. yd. of 4½"-2" base and 3/4"-#10 key material at an average rate of 36 cu. yd. per hour. It operated 160 hours from July 28th to August 5th, to produce 2,890 cu. yd. of mineral aggregate and 1,478 cu. yd. of maintenance rock at an average rate of 27 cu. yd. per hour.

The quarry material was loaded by a 5/8 cu. yd. shovel into two quarry trucks. The plant equipment consisted of a feeder, a 16" x 36" jaw, 3' gyrasphere and 2' gyrasphere crusher, a triple-deck 3' x 8' and a triple-deck 3' x 10' Simplicity screen. Power was furnished by four 100 h.p. Cummins diesel engines, one of which operated a number of small electric motors through a 50 KW electric set.

The large amount of dirt in the quarry, slowing production and making it necessary to rerun some material, caused a small loss of about $300.00 on all items involving production of crushed rock.

Contract 2404

Remarks:

This was a "State Project" and consisted of construction of 4.3 miles of highway roadbed, two pile trestle bridges, three concrete box culverts, 4.3 miles of rock subbase and shoulder base, 4.3 miles of crushed rock base and shoulders, 4.3 miles of oil mat wearing surface Type 0-11, furnishing 1,500 cu. yds. of croshed rock in stockpiles and other incidental work. The contract was bid and awarded December 18th, 1940. Work was started January 23rd, 1941 and completed September 11th, 1941.

All grading items were sub-contracted to Berke Bros. at bid prices.

All bridge and box culvert items were sub-contracted to Wm. Zickler at slightly less than bid prices. The difference amounted to a profit of $1,173.60 to the contractor or a little more than half of the contractor's entire profit. Concrete aggregate cost $3.00 per cu. yd. delivered on the job; cement cost $3.25 a barrel or $2.35 per barrel, net f.o.b. job site; metal reinforcement cost $4.92 per cwt. There was a considerable delay in getting delivery on treated lumber. It was evident that the sub-contractor took a slight loss on his work.

The contractor used a small cat and dozer to remove about two feet of overburden from the dry gravel pit located 4.2 miles from Station 1037 (.6 mile from the west end of the project) and 3 miles from Station 1173 (1.1 miles from the east end of the project). A 5/8 cu. yd. shovel loaded the gravel into 4 cu. yd. haul trucks at an average rate of 75 cu. yd. per hour. Haul roads had to be constantly maintained, but the work was done rapidly and with economy so that a small profit was earned on this item. Crushed rock items were done at a slight loss as described in the analysis of crushing costs.

Oiling items were sub-contracted at bid prices to Norris Bros. Mineral aggregate was crushed and stockpiles by the contractor, and placing was done by Norris Bros. for a sub-contract price of $0.90 per ton. 151-200 Asphalt cost $14.50 per ton delivered at Lakeview where it was heated and hauled an average of 13 miles to the job.

Of the contractor's profit of $929.00 on his own part of the contract, most of it was made on the item for subbase material. The contract as a whole shows a very small profit to the principal contractor.

E. H. Clymer
Cost Analyst

By . . M. G. Smith

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R

#2404

November 3, 1941

Mr. C. C. Kelso
Lakeview, Oregon

Dear Sir:

I wish to acknowledge receipt of and thank you for your letter of November 1, stating that your claim against Mr. Bickler and Fisher Brothers has been paid in full. I appreciate your courtesy in notifying me.

Very truly yours,

Secretary

[illegible]:AM

REFERRED TO
DeSart
BY SECRETARY

note on card

NOTED
D. R. DeSart

November 3, 1941

General Casualty Company of America
Failing Building
Portland, Oregon

Gentlemen:

This is to advise you that C. G. Kelso has informed this office that his claim for sand and gravel furnished Mr. Zickler has been paid. This claim was incurred in connection with Fisher Brothers contract No. 2404 for construction of the Forest Boundary-Cottonwood Creek Section of the Klamath Falls-Lakeview Highway, in Lake County.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

AM

cc - Fisher Bros.
Route 3, Box 168
Oregon City, Oregon

cc - Mr. Wm. Zickler
John Day, Oregon

NOTED
D. . DeSart

RECEIVED
3 -

Lakeview Oregon 11 - 1 - 1941

State Highway Department.
Salem Oregon.

Dear Sir.

The Bill for Sand & Gravel I had against Mr. Ziekler has been paid.

I am notifing you at the request of Fisher Brothers.

Yours truly

C.G.Kelso.

Contract # 2404

G G Kelso

For your information we wish to advise that the total amount paid the contractor in connection with this contract will be $111,735.54, including final payment, of which $287.76 is for force account work. This contract was completed on September 11, 1941, and accepted by the Commission October 17, 1941.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

[illegible]

NOTED
D. C. DeSart

R

RECEIVED
NOV - 3 1941
FOR FILING

19-1112

November 1, 1941

General Casualty Company of America
Failing Building
Portland, Oregon

Gentlemen:

You are hereby notified that state highway contract No. 2404 for work on the Forest Boundary-Cottonwood Creek Section of the Klamath Falls-Lakeview Highway, in Lake County, has been completed by the contractors, Fisher Brothers, and that final settlement will be made on or after November 11, 1941.

There are claims filed against this project, of which you have been previously notified, aggregating $351.00.

This notice is served upon you since you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractor in connection with this contract will be $111,735.54, including final payment, of which $287.76 is for force account work. This contract was completed on September 11, 1941, and accepted by the Commission October 17, 1941.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

NOTED
D. C. DeSart

RECEIVED
OCT 23 1941
FOR FILING

19-1112

October 22, 1941

General Casualty Company of America
601 Board of Trade Building
Portland, Oregon

Attention: C. H. Cleaver

Gentlemen:

Responding to your letter of October 21, we are inclosing a copy of the claim filed by C. J. Kelso against Wm. Zickler, subcontractor on Fisher Brothers contract, No. 2404, for grading, surfacing and oiling the Forest Boundary-Cottonwood Creek Section of the Klamath Falls-Lakeview Highway.

We are also inclosing a copy of our letter to you, dated July 16, 1941, a copy of which was mailed to Fisher Brothers and to Wm. Zickler at that time.

We have not been advised that this claim has been satisfied nor that it has been filed through the offices of the Secretary of State.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

DD:AM

NOTED
D. C. DeSart

RECEIVED
OCT 23 1941
STATE HIGHWAY COMMISSION

GENERAL
H. K. DENT
PRESIDENT

GENERAL INSURANCE COMPANY OF AMERICA
FIRST NATIONAL INSURANCE CO. OF AMERICA
GENERAL CASUALTY COMPANY OF AMERICA
HOME OFFICES—SEATTLE, WASHINGTON

OREGON SERVICE OFFICE
601 BOARD OF TRADE BUILDING
PORTLAND, OREGON

October 21, 1941

Oregon State Highway Commission
Salem
Oregon

Attention: Mr. H. B. Glaisyer, Secretary

Gentlemen:

Re: Bond #38560 - Fisher Bros.

A recent letter from your office indicated that a claim had been filed against Fisher Bros. in the amount of $351 on the Forest Boundary-Cottonwood Creek Section of the Klamath Falls-Lakeview Highway job.

We have discussed this with Fisher Bros. and they apparently have no information on the claim. Will you please let us know who filed the claim and what its present status is?

Thank you very much for your courtesy.

Very truly yours,

C. H. Cleaver

CHC:js
C. H. CLEAVER

REFERRED TO [illegible]
BY SECRETARY

[illegible]

RECEIVED
OCT 14 1941
FOR FILING

19-1112

R

October 11, 1941

Fisher Brothers
Route 3, Box 168
Oregon City, Oregon

Gentlemen:

We have your letter of October 10 requesting information on the claim filed against your contract No. 2404 for grading, surfacing and oiling the Forest Boundary-Cottonwood Creek Section of the Klamath Falls-Lakeview Highway.

This claim, in the amount of $351, was for material furnished to William Zickler for use on your contract.

We are inclosing a copy of our letter of July 16, 1941, to General Casualty Company of America, a carbon copy of which was mailed to you at that time, for your files in case the first one cannot be found.

Very truly yours,

Secretary

DD:AM

NOTED
D. G. DeSart

RECEIVED
OCT 11 1941
OREGON
STATE HIGHWAY COMMISSION

FISHER BROTHERS
GENERAL CONTRACTORS
PHONE: BEAVERCREEK 18-551
OREGON CITY, OREGON

Oct. 10th 1941

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen.

The General Casualty Company of Seattle who has the bond for us on our recent job at Lakeview known as the Forest Boundary-Cottonwood Creek Section of the Klamath Falls Lakeview Highway and further identified by State Contract # 2404 informs us that you have notified them of a claim against the job of $ 351.00

Would you advise us who has this claim and what it is for so it can be taken care of.

Yours very truly,
Fisher Bros.
By H. E. Hurt
BKPR

REFERRED TO [illegible]
BY SECRETARY

prepare reply

R

RECEIVED
SEP 24 1941
FOR FILING

19-1112

September 24, 1941

General Casualty Company of America
Failing Building
Portland, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Fisher Bros., on contract No. 2404 covering 4.3 miles of grading, surfacing and oiling on the Forest Boundary-Cottonwood Creek Section of the Klamath Falls-Lakeview Highway, in Lake County. This payment, in the amount of $18,712.60, will be made on or after October 4, 1941. The retained percentage is $3,336.11.

There are claims filed against this project, of which you have been previously notified, aggregating $351.00.

Kindly acknowledge receipt of this letter.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

[illegible]

NOTED
D. C. DeSart

RECEIVED
SEP 19 1941
FOR FILING

19-1112

R

September 18, 1941

Pope & Talbot, Inc.
Lumber Division
McCormick Terminal
Portland, Oregon

Gentlemen:

With the additional information supplied in your letter of September 16 we were able to ascertain that Mr. William Zickler is subcontracting the bridges on contract No. 2404, with Fisher Brothers, Route 2, Box 168A, Oregon City, for grading, surfacing and oiling the Forest Boundary-Cottonwood Creek Section of the Klamath Falls-Lakeview Highway in Lake County.

We are unable to say whether or not Mr. Zickler furnished a bond to Fisher Brothers for protection of material claims arising out of this work, but we are able to offer you the protection of Fisher Brothers' bond, which was written by the General Casualty Company of America, Failing Building, Portland.

Contract No. 2404 was completed on September 11, and has not yet been accepted by the Commission. Roy L. Houck's contract No. 2396, for work on the Scappoose-Multnomah County Line Section of the Columbia River Highway, should be completed about the end of this month. You need not wait for completion and acceptance of these contracts to file claims against their bonds, but in accordance with Chapter 517, Oregon Laws 1939, copy of which is enclosed for your guidance, claims should be filed with the Secretary of State before the expiration of a six months' period dating from the date of acceptance by the Commission.

We are happy to be of service to you and trust this information will be sufficient for your purpose. However, if we can be of any further assistance to you do not hesitate to let us know.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

DOD:RS

Secretary

YORK SAN FRANCIS LOS ANGELES ATTLE PORTLAND

POPE & TALBOT, INC.
LUMBER DIVISION

McCORMICK TERMINAL
PORTLAND, OREGON

MILLS AT
ST. HELENS, OREGON
PORT GAMBLE, WASHINGTON
CREOSOTING PLANT
ST. HELENS, OREGON

Cable Address
"TALBOT"

RECEIVED
SEP 17 1941
OREG.
STATE HIGHWAY COMMISSION

September 16, 1941

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. H. B. Glaisyer, Secretary

Gentlemen:

We wish to acknowledge with thanks receipt of your letter dated September 9, 1941 concerning Roy L. Houck and William Zickler, contractors on state highway jobs.

2396
estimated 9-30-41

In checking over our order we are unable to find the contractor handling Zickler's project, and the State list of bids is not numbered. However the description is listed as "Cottonwood and Muddy Creek Bridges, west end of project is at Station 1003+94 (mile point 85.82), which station is at East boundary of the Fremont National Forest, and about 11 miles West of Lakeview. The East end of the project is at Station 1230+75 (mile point 90.12) which station is approximately 0.4 miles East of the crossing at Cottonwood Creek, and about 6 miles West of Lakeview."

2404
completed 9-11-41
not accepted.
[illegible]

With the above information, we trust that you will be able to identify the contractor involved.

We would appreciate very much if you can advise us if these projects are now completed, both for Houck and Zickler, so that we may take the necessary steps to ensure collection for material furnished in both instances.

Yours very truly,

POPE & TALBOT, INC.
Lumber Division

G. P. Farrell
Accounting Department

GPF:WT

REFERRED TO
[illegible]
BY SECRETARY

Get me full information

R

Form E-1-5M-8-40

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending September 13, 1941

Section Forest Boundary-Cottonwood Creek

Kind of work Grading, Surfacing & Oiling

Highway Klamath Falls - Lakeview

Section prefix 19-1112

Contractor Fisher Bros.

Contract number 2404

Date of contract December 18, 1940

Date of completion September 30, 1941

Date work started January 23, 1941

Estimated date of completion September 11, 1941

Amount of contract $116994.

Per cent of time elapsed 93 %

Estimated cost of completed project, exclusive of engineering $ 111780.

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date, $ 8030., 6.9 %

Date project was completed September 11, 1941

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Forest Boundary - Cottonwood Creek Project completed on September 11.

Semi-final estimate sent to Division Engineer on Sept. 11.

Paul Van Scoy, Acting Division Engineer, over project on Monday.

Final Report.

F. M. BOOTH

NOTED
RAY WEBSTER

RECEIVED
SEP 1
OFFICE OF
CONSTRUCTION ENGINEER

Signed John T. Burch

Address Lakeview

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	4.3	4.3		4.3	
Miles partially completed			-		
Miles completed	4.3	4.3	-	4.3	
Total estimated quantities	217400	17800 Gr. 15500 Cr.R.	1500 .	3400 Min.Agg. 252 Oil	
Estimated quantities moved or placed to date	198530.	17512 Gr. 14410 Cr.R.	1478	3613. Min.Agg. 245 Oil	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....,

Compressors ...., Bulldozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	Cloudy		
Friday	"		
Saturday	"		

STATE PRINTING DEPT.

R

RECEIVED
AUG 22 1941

19-1112

August 22, 1941

The First National Bank of Portland
Lakeview Branch
Lakeview, Oregon

Gentlemen:

This will acknowledge receipt of your letter of August 12 and advise that Warrants totaling $9,285.42 were mailed to Fisher Brothers on August 7 and 8. We also have additional Warrants totaling $9,686.25 which will be mailed to him the last of this month.

Yours very truly,

DGD:OA

Secretary

RECEIVED
AUG 13 1941
OREGON
STATE HIGHWAY COMMISSION

NO.1553

THE FIRST NATIONAL BANK
OF PORTLAND
LAKEVIEW BRANCH
Lakeview, Oregon

August 12, 1941

State Highway Commission
Salem,
Oregon

Gentlemen:

Road contractors by the name of Fisher Brothers, who are doing work near Lakeview, have written a large number of checks which have been returned by the Oregon City Branch of The United States National Bank for reasons of not-sufficient funds.

These checks were all of a payroll nature and merchants of Lakeview, as well as ourselves, have been cashing them rather freely since they have been here. We are now holding a rather large number of these.

We contacted one of the brothers and he stated that they are expecting to receive approximately $30,000.00 from your department in the next week. Would you please confirm that statement for us.

Very truly yours,

R D Proebstel

R. D. Proebstel,
Pro-Assistant Cashier.

RDP:RA

RECEIVED
JUL 18 1941
FOR FILING

19-1112

July 16, 1941

General Casualty Company of America
Failing Building
Portland, Oregon

Gentlemen:

The State Highway Commission has been advised that C. G. Kelso, Lakeview, Oregon, has a claim against William Zickler who, he understands, is a subcontractor under Fisher Brothers in connection with state highway contract No. 2404 which is for grading, surfacing and oiling the Forest Boundary-Cottonwood Creek Section of the Forest Boundary-Cottonwood Creek Section of the Klamath Falls-Lakeview Highway, in Lake County.

This information is being forwarded to you inasmuch as you appear surety on the bond furnished by Fisher Brothers.

Very truly yours,

DD:AM

Secretary

cc - Fisher Brothers
Route 3
Oregon City, Oregon

cc - William Zickler
John Day, Oregon

NOTED
D. G. DeSart

July 16, 1941

Mr. C. G. Kelso
Lakeview, Oregon

Dear Sir:

This acknowledges receipt of your letter of July 15 advising that you have a claim against William Zickler who, you believe, is a subcontractor under Fisher Brothers.

According to our records, Fisher Brothers have a contract for grading, surfacing and oiling the Forest Boundary-Cottonwood Creek Section of the Klamath Falls-Lakeview Highway, in Lake County.

Fisher Brothers furnished a surety bond in connection with this contract, which bond was written by the General Casualty Company of America, Failing Building, Portland.

In order to protect yourself in securing payment of this claim you should file your claim with the Secretary of State in accordance with the provisions of Chapter 517, Oregon Laws 1939, a mimeographed copy of which is inclosed.

In accordance with our usual practice, we are today bringing your claim to the attention of the bonding company and Fisher Brothers.

Very truly yours,

Secretary

HB
DD:AM

Lakeview Oregon. 7 - 15 - 1941

RECEIVED
JUL 16 1941
[illegible]
STATE HIGHWAY COMMISSION

State Highway Department.

Salem Oregon.

Gentlemen.

Mr. William Zickler who I believe had a sub - contract under Fisher Bros. on The Forest Boundry Cotton-Creek job. has finished his job and left the country.
He neglected to settle for materials used in his job.
I am Incloseing a statement in this letter. and wish you would advise me what procedure I should take to get my money.
and oblige.

Very truly yours.

C.G.Kelso

STAT NT

Lakeview, Oregon, 7 - 15 - 1941

Mr. William Zickler

Lakeview Oregon.

IN ACCOUNT WITH

C. G. KELSO

SAND - GRAVEL - EXCAVATING

PHONE 1501

LAKEVIEW, OREGON

Balance	$351.00

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xpress your
d surfacing
f the Klamath

ilway Express
ion was outside
you had failed
postal notice.

s Company to
returning it
ave this package
fore it is re-

GHWAY COMMISSION

Secretary

RECEIVED
JAN 20 1941
FOR FILING

17-1112

January 18, 1941

Fisher Brothers
Route 3
Oregon City, Oregon

Gentlemen:

On January 10, 1941 we sent you by express your file copy of contract No. 2404, for grading and surfacing the Forest Boundary-Cottonwood Creek Section of the Klamath Falls-Lakeview Highway.

Today we received a card from the Railway Express office at Oregon City, saying that your location was outside the limits of their delivery service, and that you had failed to pick up the package or to respond to their postal notice.

We are requesting the Railway Express Company to hold this package for you one more week before returning it to this office. Will you please arrange to have this package picked up at your earliest convenience and before it is returned to us.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

DGD:RS

Secretary

RECEIVED
JAN 20 1941
[illegible]

14-1112

January 18, 1941

Railway Express Agency
Salem, Oregon

Gentlemen:

This will acknowledge receipt of your "Notice to Shipper of Goods Undelivered", dated January 17, in which you state that the package we expressed to Fisher Brothers, Oregon City, on January 10, has not been called for.

Will you please hold this package another week from the date of receipt of this letter, and if not called for by that time return it to this office collect.

We are writing Fisher Brothers again, with the request that they pick up the package at their earliest convenience.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

DOD:RS
encl. card

a

RECEIVED
JAN 11 1941
FOR F

19-1112

January 10, 1941

General Casualty Co. of America
Failing Building
Portland, Oregon

Gentlemen:

We are sending you today by express a fully executed copy of Contract No. 2404, which was awarded to Fisher Bros., by the State Highway Commission on December 18, 1940, covering grading, surfacing and oiling on the Forest Boundary-Cottonwood Creek Section of the Klamath Falls-Lakeview Highway, in Lake County.

Inasmuch as you are surety for the contractor on this job we are sending you this copy of the contract for your records and files.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

RS

Secretary

6

RECEIVED
JAN 11 1941
FOR

19-1112

January 10, 1941

Fisher Brothers
Route 3, Box 168
Oregon City, Oregon

Gentlemen:

We are sending you today by express a fully executed copy of Contract No. 2404, which was awarded to you on December 18, 1940, by the State Highway Commission, covering work on the Forest Boundary-Cottonwood Creek Section of the Klamath Falls-Lakeview Highway in Lake County. This copy is for your records and files.

We are also sending an executed copy to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

RS

a

RECEIVED
DEC 23 1940
FOR FILING

19-1112

December 20, 1940

Fisher Brothers
Route 3, Box 168
Oregon City, Oregon

Gentlemen:

We are sending you today, by express, four copies of Contract No. 2404 which was awarded to you on December 18, 1940, for grading, surfacing and oiling the Forest Boundary-Cottonwood Creek Section of the Klamath Falls-Lakeview Highway, in Lake County.

Will you kindly execute all four copies of this contract as to agreement and bond and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 6, page 15, of the printed General Provisions, relating to the Workmen's Compensation Act. You are expected to accept the terms of this Act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the paragraph on the same page relating to the payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

DD:AM

NOTED
D. G. DeSart

RECEIVED
DEC 20 1940
FOR FILING

19-1112

December 19, 1940

Fisher Brothers
Oregon City, Oregon

Gentlemen:

The State Highway Commission on December 18, 1940, awarded you the contract for 4.3 miles grading, surfacing and oiling, and construction of two composite type pile trestle bridges and three concrete culverts on the Forest Boundary-Cottonwood Creek Section of the Klamath Falls-Lakeview Highway, in Lake County. This award was based on your low bid of $116,994.00 submitted on that date.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AM

cc - Mr. S. H. Probert
Mr. G. S. Paxson

CONTRACT # [redacted] 2405

24-3406 Materials Testing Labratory
Building, Salem. 1940

#2405

RECEIVED
JUN 17 1942
FOR FILING

24-3406

June 16, 1942

Jewett, Barton, Leavy & Kern
Lewis Building
Portland, Oregon

Gentlemen:

In your letter of June 12 you refer to our letter of June 5 in regard to the claim of the Linn Lumber Company against L. B. James, in the amount of $2,584.47, for material furnished in connection with Mr. James contract No. 2405, for construction of the Laboratory Building at Salem, as follows:

> "*******The matter is being referred to the attorneys of the Glens Falls Indemnity Company and in due time the Linn Lumber Company will hear from them directly as regards their claim.****"

We believe that you misread or misunderstood our letter, as it was merely for your information and advised that the Linn Lumber Company acknowledged receipt of payment for their claim in full.

Very truly yours,

Secretary

DGD:RS

NOTED
D. G. DeSart

Glens Falls
INDEMNITY COMPANY
of Glens Falls, New York.

R. H. GRIFFITH, VICE-PRESIDENT
R. LYNN COLOMB, ASST. MGR.
PACIFIC COAST DEPARTMENT
MILLS TOWER SAN FRANCISCO

Jewett, Barton, Leavy & Kern
Resident Agents
General Insurance
SECOND FLOOR, LEWIS BUILDING
Telephone ATwater 4122
PORTLAND, OREGON

June 12, 1942.

Oregon State Highway Commission,
Salem, Oregon.

Attention, Mr. H B Glaisyer,
Secretary:

Gentlemen:

We wish to acknowledge your communication of June 5th relating to a claim of the Linn Lumber Company against L. B. James, in the amount of $2584.47.

The matter is being referred to the attorneys of the Glens Falls Indemnity Company and in due time the Linn Lumber Company will hear from them directly as regards their claim.

Very truly yours,
JEWETT, BARTON, LEAVY & KERN
By

JSL M

REFERRED TO [illegible]
BY SECRETARY

RECEIVED
JUN 15 1942
STATE HIGHWAY COMMISSION

cc Glens Falls Indemnity Company
cc Mr. Clarence Phillips

AUTOMOBILE PLATE GLASS ELEVATOR FIDELITY AND SURETY BONDS BURGLARY AVIATION
PERSONAL ACCIDENT CONTINGENT LIABILITY GENERAL LIABILITY TEAMS' LIABILITY

RECEIVED
JUN 11 1942
FOR FILING

20-3406

June 10, 1942

Mr. F. E. Wagner
Attorney at Law
602 Pacific Building
Portland, Oregon

Dear Sir:

We have received, from the Secretary of State, a
copy of the release of claim you filed releasing L. B. James
and the Glens Falls Indemnity Company from any claim that
the Oregon Portland Cement Company had against the bond fur-
nished in connection with contract No. 2405 for construction
of the Testing Laboratory Building at Salem.

We have no record of any further outstanding claims against this project and are accordingly instructing our auditing department to release the final payment as soon as the warrant can be drawn. This final payment has been assigned to E. C. Hastorf.

Very truly yours,

Secretary

DGD:MB

cc - Glens Falls Indemnity Co.
Jewett, Barton, Leavy & Kern
[illegible] Building
Portland, Oregon

cc - M. H. Hawke

NOTED
D. G. DeSart

June 10, 1942

Honorable Earl Snell
Secretary of State
Salem, Oregon

Dear Sir:

This will acknowledge receipt of your letter of June 9, transmitting a release of claim by Oregon Portland Cement Company against L. S. James, for material furnished in connection with contract No. 2405, for construction of the Testing Laboratory Building at Salem.

Very truly yours,

Secretary

DGD:RS

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

June 9, 1942

Mr. H. B. Glaisyer, Secretary
State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

Enclosed is copy of a release by the Oregon Portland Cement Company of a claim filed in this office May 16, 1942 against the bond taken from L. M. Jones for materials furnished in connection with the construction of the testing laboratory, contract No. 2405, our file No. 3061.

The claim filed was in the amount of $2,060.52 but you will note that the release covers payments in the total amount of $1,810.72. However, as the release states that it is a discharge of all liabilities in connection with the above contract, we have filed the release as of this date.

The letter from Mr. F. [illegible], Attorney, which accompanied the release is being referred to your department for attention.

Very truly yours,

Earl Snell
Secretary of State

:rl

Enc. 2

[illegible]

RECEIVED
JUN 10 1942
STATE HIGHWAY COMMISSION

F. E. WAGNER
ATTORNEY AT LAW
602 PACIFIC BUILDING
PORTLAND, OREGON

June 8, 1942

Mr. Earl Snell
Secretary of State
Salem, Oregon

Re: Materials Testing Laboratory
Building, Salem, Oregon
L. B. James, Contractor

Dear Mr. Snell:

I am enclosing herewith release executed by Oregon Portland Cement Company of their claim filed against Mr. James for materials furnished on the above work.

I assume that following your communication under date of June 3, 1942, stating in effect that this claim appeared then to be the only unreleased claim for this work, final payment should be forthcoming within the next few days.

Thank you for your very kind attention to this matter.

Very truly yours,

F. E. Wagner

F. E. WAGNER

Enc.

Respectfully referred to State Highway Commission

STATE DEPARTMENT
JUN 9 1942
EA[illegible]

COPY

RELEASE

RECEIPT IS HEREBY ACKNOWLEDGED of check of H. C. HASTORF made payable to TOMPKINS, HARLAN AND PETERSON in the amount of One Thousand Four Hundred Seventeen Dollars and Six Cents ($1,417.06) and by TIMPKINS, HARLAN AND PETERSON endorsed to the order of OREGON PORTLAND CEMENT COMPANY together with check of BERT TOMPKINS, payable to OREGON PORTLAND CEMENT COMPANY in the amount of Three Hundred Ninety-three Dollars and Sixty-six Cents ($393.66) in full satisfaction of any and all claims of whatsoever kind or nature on account of materials and/or labor furnished and delivered to or upon that certain structure known as the Materials-Testing Laboratory Building, Salem, Oregon, and the undersigned OREGON PORTLAND CEMENT COMPANY does hereby release and fully discharge L. B. JAMES, H. C. HASTORF, H. C. HASTORFF, Trustee, THE HIGHWAY COMMISSION OF THE STATE OF OREGON, THE STATE OF OREGON, GLENS FALLS INDEMNITTY COMPANY OF NEW YORK, HASTORF, INC., AND WALTER PAULSEN from any and all claims, charges, accounts or liabilities arising by reason of the construction of said building or arising by reason of labor and for materials furnished and delivered to or for said structure or premises.

DATED tjis 6th day of June, 1942

OREGON PORTLAND CEMENT COMPANY

BY F. E. MC CASLIN
Vice President

RECEIVED
JUN 6 1942
FOR FILING

24-3406

June 5, 1942

Glens Falls Indemnity Co.
Jewett, Barton, Leavy & Kern
Lewis Building
Portland, Oregon

Gentlemen:

We have today been notified by the Linn Lumber Company that their claim, in the amount of $2,584.47, against L. B. James, for material furnished on contract No. 2405, for construction of the Testing Laboratory Building, in Salem, has been paid in full.

Very truly yours,

Secretary

DGD:[illegible]

cc - L. B. James
735 S. E. Morrison
Portland, Oregon

NOTED
D. G. DeSart

June 5, 1942

Linn Lumber Company
Lyons, Oregon

Gentlemen:

Thank you for your release dated May 29, 1942, submitted to this office through the Secretary of State, advising that your claim in the amount of $2,584.47, against L. B. James, as principal, and Glens Falls Indemnity Company, as surety, for material furnished on contract No. 2405, for construction of the Testing Laboratory Building at Salem, has been paid in full.

Very truly yours,

Secretary

DGD:RS

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

June 4, 1942

Oregon State Highway Commission
Salem, Oregon

Gentlemen: Attention Mr. R.B.Glaisyer

There is enclosed for your information and files, a copy of a release of notice of claim by Linn Lumber Company for $2584.47 against the bond taken from L. B. James for work on the Testing Laboratory Building.

Very truly yours,

Earl Snell
Secretary of State

S:FO
enc.

REFERRED TO
[illegible]
BY SECRETARY
[illegible] letters

RECEIVED
JUN 5 - 1942
OREGON
STATE HIGHWAY COMMISSION

COPY

RELEASE

RECEIPT IS HEREBY ACKNOWLEDGED of check of H. C. HASTORF in the amount of Two Thousand Five Hundred Eighty-four Dollars and Forty-seven Cents ($2,584.47) paid and delivered to LINN LUMBER COMPANY in full satisfaction of any and all claims of whatsoever kind or nature on account of materials and/or labor furnished and delivered to or upon that certain structure known as the Materials-Testing Laboratory Building, Salem, Oregon, and the said LINN LUMBER COMPANY does hereby release and fully discharge L. B. JAMES, H. C. HASTORF, H. C. HASTORF, Trustee, THE HIGHWAY COMMISSION OF THE STATE OF OREGON, THE STATE OF OREGON, GLENS FALLS INDEMNITY COMPANY OF NEW YORK, HASTORF, INC., and WALTER PAULSEN from any and all claims, charges, accounts or liabilities arising by reason of the construction of said building or arising by reason of labor and/or materials furnished and delivered to or for said structure or premises.

DATED this 29 day of May, 1942.

LINN LUMBER COMPANY
BY EDWIN KEECH
BY E. D. Arthur

RECEIVED
MAY 22 1942
FOR FILING

2U-3406

May 20, 1942

Cookingham and Hanley
Attorneys at Law
604 Mead Building
Portland, Oregon

Attention: Prescott W. Cookingham

Gentlemen:

Reply is made to your letter of May 13 concerning the claim of the Oregon Portland Cement Company against L. B. James and the Glens Falls Indemnity Company arising out of the construction of the highway department's testing laboratory building in Salem, contract No. 2405.

You inquire whether or not there is anything in our records to establish the status of Tomkins, Peterson and Harlan on this job. Inquiry reveals that Bert Tomkins, Ralph Harlan and N. E. Peterson had a subcontract under L. B. James for the construction of all concrete work. Our Bridge Department has a copy of this subcontract. However, no mention therein was made of a bond, neither was there any bond furnished in so far as we have any knowledge.

It appears to us, therefore, that the bond furnished by the original contractor would be responsible and liable for claims arising out of the job, whether or not such claims were the result of the subcontractor's operations. In any event, the State Highway Commission would hold the bond furnished by the original contractor responsible and liable for such accounts.

Very truly yours,

HBG:AM

Secretary

NOTED
D.G. DeSart

PRESCOTT W. COOKINGHAM
LEO J. HANLEY
HARRY LEHRER

COOKINGHAM AND HANLEY
ATTORNEYS AT LAW
604 MEAD BUILDING
PORTLAND, OREGON
ATWATER 8491

May 13 1942

State Highway Commission
Salem Oregon

Dear Sirs:

Attention H B Glaisyer, Secretary

Thank you very much for your letter of May 12th regarding claim of Oregon Portland Cement Company.

I have prepared a claim to be signed by the company, which will be sent to the Secretary of State and a copy will be sent to you for your records.

May I trouble you again by inquiring whether or not there is anything in your records to establish the status of Tomkins, Peterson & Harlan on this job? Is their bid covered by a bond or is their work automatically covered by the general contractor's bond?

ANSWERED
H. B. GLAISYER

Again thanking you foryour cooperation,

Yours very truly

Prescott W. Cookingham
PRESCOTT W COOKINGHAM

PWC:FW

~~REFERRED TO~~

REFERRED TO [illegible]
BY SECRETARY

What do the records show? amount $ 13,000.00

Reeves has copy of subcontract with Bert Tomkins, Ralph Harlan & N.E. Peterson for all concrete work but there is no copy of Bond attached, nor mentioned in subcontract.
[illegible]

RECEIVED
MAY 13 1942
STATE HIGHWAY COMMISSION

5e FW 5-13-42 A

NOTICE OF CLAIM

To the Oregon State Highway Commission and to the Hon. Earl Snell, Secretary of State.

NOTICE IS HEREBY GIVEN that the undersigned, Oregon Portland Cement Co., has a claim for cement furnished in the sum of $2080.52 against the bond taken from L B James and the Glens Falls Indemnity Company for the work of constructing a testing laboratory at Salem, Oregon, which project is likewise designated as State Highway Contract 2405. The cement in question was furnished by the undersigned and used in connection with the construction of said building and the above amount represents the balance due on the approved and agreed contract price.

Dated this 13th day of May 1942.

OREGON PORTLAND CEMENT CO
By F. E. McCaslin
Vice President

(CORPORATE SEAL)

STATE OF OREGON)
)ss
COUNTY OF MULTNOMAH)

I, F E McCaslin, Vice President of Oregon Portland Cement Co., being first duly sworn, say: That I am the Vice President of Oregon Portland Cement Co., that I have read the foregoing claim, know the contents thereof and that the same is true as I verily believe.

F. E. McCaslin

Subscribed and sworn to before me this 13th day of May 1942.

H. P. Davidson
NOTARY PUBLIC FOR OREGON
My comm expires: June 18 - 1944

STATE OF OREGON)
)ss
COUNTY OF MULTNOMAH)

On this 13th day of May 1942, before me appeared F E McCaslin, Vice President of Oregon Portland Cement Co., to me personally known, who being duly sworn, did say that he the said F E McCaslin is the Vice President of Oregon Portland Cement Co., the within named corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said F E McCaslin acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF I have hereto set my hand and affixed my official seal, this, the day and year first in this, my certificate, written.

H. P. Davidson
NOTARY PUBLIC FOR OREGON
My comm expires: June 18 - 1944

Glens Falls
INDEMNITY COMPANY
of Glens Falls, New York.

R. H. GRIFFITH, VICE-PRESIDENT
R. LYNN COLOMB, ASST. MGR.
PACIFIC COAST DEPARTMENT
MILLS TOWER SAN FRANCISCO

Jewett, Barton, Leavy & Kern
Resident Agents
General Insurance
SECOND FLOOR, LEWIS BUILDING
Telephone ATwater 4122
PORTLAND, OREGON

RECEIVED
MAY 21 1942
FOR FILING

24-2406

May 20th, 1942

Oregon State Highway Commission
Salem, Oregon

Attention, Mr. H. B. Glaisyer, Secretary

Gentlemen:

State Laboratory Building
Salem, Oregon
L. B. James, Contractor

This will acknowledge receipt of your communication of March 19th regarding the claim of $2,060.52 of the Oregon Portland Cement Company in connection with the L. B. James Highway Contract No. 2405.

The matter is being referred to the company's claims department.

Very truly yours,

JEWETT, BARTON, LEAVY & KERN

BY

J.S.Leavy
HK

RECEIVED
MAY 21 1942
OREGON
STATE HIGHWAY COMMISSION

NOTED
D. G. DeSart

May 20th, 1948

[illegible]

Oregon Portland Cement Company
111 SE Madison Street
Portland, Oregon

Gentlemen:

We acknowledge receipt of your communication of May 18th relating to a claim for cement furnished for the construction of the testing laboratory building for the State of Salem, Oregon.

The matter has been turned over to the Company's adjusting department for attention, but [illegible] at early date.

Very [illegible]

[illegible]

By ____________________

J.[illegible]
HK

cc: [illegible], Phillips, [illegible] & [illegible]
Glens Falls Indemnity Company

RECEIVED
MAY 20 1942
FOR FILING

24-5444

May
March 19, 1942

Glens Falls Indemnity Company
Jewett, Barton, Leavy & Kern
Lewis Building
Portland, Oregon

Gentlemen:

Attached herto is a notice of claim, in the amount of $2,060.52, which has been filed in the office of the Secretary of State by the Oregon Portland Cement Company against the bond taken from L. B. James in connection with state highway contract No. 2405, for construction of a testing laboratory building at Salem.

This is being forwarded to you inasmuch as you appear surety on the bond furnished by Mr. James in connection with this job.

Very truly yours,
STATE HIGHWAY COMMISSION

By

AM Secretary

cc - L. B. James
735 S. E. Morrison
Portland, Oregon

NOTED
D. G. DeSart

May 19, 1942

Honorable Earl Snell
Secretary of State
CAPITOL

Dear Sir:

This acknowledges receipt of your letter of May 16, 1942, with copies inclosed of a claim, in the amount of $2,060.52, which has been filed by the Oregon Portland Cement Company against the bond taken from L. B. James in connection with state highway contract No. 2405, which is for construction of a materials testing laboratory building at Salem.

In accordance with our usual practice, we are today bringing this claim to the attention of the bonding company and the contractor.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

AM

5c FW 5-13-42 A

EARL SNELL

NOTICE OF CLAIM

To the Oregon State Highway Commission and to the Hon. Earl Snell, Secretary of State.

NOTICE IS HEREBY GIVEN that the undersigned, Oregon Portland Cement Co., has a claim for cement furnished in the sum of $2060.52 against the bond taken from L. B. James and theGlens Falls Indemnity Company for the work of constructing a testing laboratory at Salem, Oregon, which project is likewise designated as State Highway Contract 2405. The cement in question was furnished by the undersigned and used in connection with the construction of said building and the above amount represents the balance due on the approved and agreed contract price.

Dated this 13th day of May, 1942.

OREGON PORTLAND CEMENT CO.

(CORPORATE SEAL)

by F. E. McCaslin
Vice President

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

I, F E McCaslin, Vice President of the Oregon Portland Cement Co., being first duly sworn, say: That I am the Vice President of Oregon PortlandCement Co., that I have read the foregoing claim, know the contents thereof and that the same is true as I verily believe.

F. E. MC CASLIN

Subscribed and sworn to before me this 13th day of May 1942.
(SEAL)
H. P. DAVIDSON
NOTARY PUBLIC FOR OREGON
My Comm expires: June 18-1944

STATE OF OREGON)

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

May 16, 1942

Oregon State Highway Commission
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer

There are enclosed for your information and files, three copies of a notice of claim by Oregon Portland Cement Company for $2060.52 against the bond taken from L. B. James, principal, and Glens Falls Indemnity Company, surety, for work on Highway contract No. 2405, which was received and filed today.

Please acknowledge receipt of the copies.

Very truly yours,

Earl Snell
Secretary of State

S:FO
encs. 3

RECEIVED
[illegible] 19 1942
STATE HIGHWAY COMMISSION

RECEIVED
MAY 20 1942
FOR FILING

26-3406

F. E. WAGNER
ATTORNEY AT LAW
602 PACIFIC BUILDING
PORTLAND, OREGON

May 18, 1942

State Highway Commission
State of Oregon
Salem, Oregon

Attention: Mr. H. B. Glaisyer
Re: Materials-Testing Laboratory Building
L. B. James, Contractor

Gentlemen:

Herewith enclosed find final voucher verified by L. B. James indicating a balance due on account of the above work in the amount of $9,289.35, together with affidavit of Mr. James certifying that all claims for labor and materials have been fully paid.

Also find enclosed Assignment of Claim executed by Mr. James assigning the total amount due on this final payment to H. C. Hastorf, Trustee.

The above mentioned assignment indicates the address of Mr. Hastorf to be 735 S. E. Morrison Street, Portland, Oregon. This address, however, has been changed and all of Mr. Hastorf's mail is to be sent c/o Whitcomb, Buell, Stratford & Company, 1041 Pacific Building, Portland, Oregon.

With regard to our previous correspondence concerning invoice #1958 in the amount of $56.14, it is my recollection of an understanding that labor for the temporary installations on the hoods was to be borne by the contractor but that the State would furnish the materials. However, reconsideration of the invoice discloses the major portion of it to be for labor, and I am, therefore, authorized to accept the same as a charge against Mr. James' account.

NOTED
H. B. GLAISYER

I trust that the approval of allowance of this final voucher and payment of the amount due thereunder will receive your early attention.

Yours very truly,

F. E. Wagner

FEW:s
Encl.

RECEIVED
MAY 20 1942
STATE HIGHWAY COMMISSION

RECEIVED
MAY 13 1942
FOR FILING

24-3406

REFERRED TO
DeSart
note claim on card

May 12, 1942

Oregon Portland Cement Company
Prescott W. Cookingham, Counsel,
604 Mead Building
Portland, Oregon

Gentlemen:

Reply is made to your letter of May 9 concerning your claim against L. B. James for cement furnished him in connection with his contract with the State Highway Commission for the construction of a materials testing laboratory at Salem, which claim I note is in the amount of $2,060.52.

I note your understanding that there is an unpaid balance of funds in the hands of the State Highway Commission for work performed in connection with this job. I also note your request that your claim be paid direct out of such funds.

Our records disclose that the project was completed on March 13, 1942, and was accepted by the State Highway Commission on April 2, 1942. Further, that there is still owing to the contractor by the state the sum of $9,289.35, the voucher for which is now in the hands of the contractor or his agent for acceptance.

It is contrary to the established policy of the State Highway Commission to pay direct, claims arising out of any contract for the reason that it does not have the facilities to check the validity of the claim and the amounts thereof. However, for the protection of claimants, the Commission requires the successful bidder, in each instance, to furnish a surety bond. This is a legal requirement and I am referring you to Chapter 517, Oregon Laws, 1939, with which no doubt you are familiar.

For your protection I would suggest that you file notice of your claim with the Secretary of State in accordance with the provisions of this law in the event that you are unable to effect satisfactory settlement on the bond.

NOTED
D. G. DeSart

For your convenience in filing the claim, I might state that the project is designated as state highway contract No. 2405 for the construction of a testing laboratory building at Salem. The bond furnished by the contractor was written by the Glens Falls Indemnity Company for whom Jewett, Barton, Leavy & Kern are agents with offices in the Lewis Building, Portland.

We have no special forms for use in connection with the filing of claims but again refer you to the statute in which a substantial form is suggested.

For your further information, wish to say that Mr. James has assigned to H. C. Hastorf all moneys due him in connection with this job and he has also granted Mr. Hastorf power of attorney in connection with the job. Mr. F. E. Wagner is Mr. Hastorf's attorney. His offices are in the Pacific Building, Portland.

Very truly yours,

HBG:AM

Secretary

NOTED
D. G. DeSart

mas, Testing Lab.
red 3-13-42 accepted 4-2-42
3-42 Surety notified final to be paid on or after 5-4-42
4-24-42 Surety acknowledges above notice re final
4-1-42 claim Linn Lumber Co $2,616.80
Final voucher out to [illegible] [illegible]
Amount [illegible] 9,289.35

ANLEY

I represent the Oregon Portland Cement Company which sold a substantial amount of cement to Tompkins, Peterson & Harlan of Salem and/or L B James Company of Portland, for the construction of the High Highway Department Materials Testing Laboratory at Salem, for which bids were opened, I believe, about December 18 1940.

There is still an unpaid balance due on account of the cement amounting to $2,060.52.

We believe there are some undistributed funds in your hands to cover this job and would like herewith to make formal application and file our claim with you for the payment of our balance direct to us out of the funds you have on hand.

If a more formal claim is required, please send us forms or advise us as to procedure. We would much appreciate information on this subject as soon as may be reasonably convenient.

Yours very truly
OREGON PORTLAND CEMENT CO

By Prescott W. Cookingham
Prescott W Cookingham, Counsel

ANSWERED
H. B. GLAISYER

DeSart
what are the facts

PWC:FW

DD/mm

NOTED
DeSart

PRESCOTT W. COOKINGHAM
LEO J. HANLEY
HARRY LEHRER

COOKINGHAM AND HANLEY
ATTORNEYS AT LAW
604 MEAD BUILDING
PHONE ATWATER 8491
PORTLAND, OREGON

May 9th 1942

State Highway Commission
Salem Oregon

Dear Sirs:

I represent the Oregon Portland Cement Company which sold a substantial amount of cement to Tompkins, Peterson & Harlan of Salem and/or L B James Company of Portland, for the construction of the High Highway Department Materials Testing Laboratory at Salem, for which bids were opened, I believe, about December 18 1940.

There is still an unpaid balance due on account of the cement amounting to $2,060.52.

We believe there are some undistributed funds in your hands to cover this job and would like herewith to make formal application and file our claim with you for the payment of our balance direct to us out of the funds you have on hand.

If a more formal claim is required, please send us forms or advise us as to procedure. We would much appreciate information on this subject as soon as may be reasonably convenient.

Yours very truly
OREGON PORTLAND CEMENT CO
By Prescott W. Cookingham
Prescott W Cookingham, Counsel

ANSWERED
H. B. GLAISYER

De Smit
what are the facts

PWC:FW

DD/mm

RECEIVED
MAY 13 1942
FOR FILING

2-1-7506

SALEM
May 11, 1942

Contract No. 2405 - L. B. James

Mr. Malcolm H. Hawke
Chief Accountant
OFFICE

In consideration of the claims filed in this office against L. B. James for material furnished on his contract No. 2405 for construction of the testing laboratory building at Salem, we ask that you do not release the final warrant thereon until receipt of further instructions from this office.

Secretary

DD/mm

NOTED
D. G. DeSart

RECEIVED
MAY 7 1942
FOR FILING

24-3406

May 6, 1942

Mr. L. D. James
735 S. E. Morrison
Portland, Oregon

Dear Sir:

The State Highway Commission, at its meeting on April 2, 1942, granted you the additional extension of time requested, from August 31, 1941, to March 13, 1942, without penalty, in connection with contract No. 2405 for construction of a laboratory building on state property at Salem, Marion County.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

AH

cc - F. D. Eason

RECEIVED
APR 23 1942
FOR FILING

34-3016

2405

April 23, 1942

Glens Falls Indemnity Company
Jewett, Barton, Leavy & Kern
Lewis Building
Portland, Oregon

Gentlemen:

You are hereby notified that state highway contract No. 2405, for work on the Testing Laboratory Building at Salem, in Marion County, has been completed by the contractor, L. B. James, and that final settlement will be made on or after May 4, 1942, to H. C. Hastorf, Trustee, to whom all payments have been assigned.

There is a claim filed against this project, of which you have been previously notified, aggregating $2,616.80.

This notice is served upon you since you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractor in connection with this contract will be $89,810.65, including final payment, and that no force account work was performed therein.

This contract was completed on March 13, 1942, and accepted by the Commission on April 2, 1942.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

RS

NOTED
D. G. DeSart

RECEIVED
APR 9 1942
FOR FILING

[illegible]

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

April 8, 1942

Oregon State Highway Commission
Salem, Oregon

Gentlemen: Attention Mr. H. B.Glaisyer

The releases of notices of claim enclosed with your letter of April 7th have been filed as follows:

Name of Claimant	Amount of Release	Amount of Notice of claim
F. O. Repine	$162.42	$662.42
Viesko & Hannaman	255.00	255.00
Reinholdt & Lewis	250.60	250.60
Mathis Bros.	799.64	1075.98
Ben Otjen	133.90	283.90

The releases by Poole & McGonigle and Keith Brown Building Supply are returned as the notices of claim do not appear to have been filed in this office.

Very truly yours,

Secretary of State

S:FM
encs. 2

RELEASE

Receipt is hereby acknowledged of check of Hastorf, Inc., No. 13246, in the amount of Eight hundred Seventy-five and No/100 Dollars, paid and delivered to Keith Brown Building Supply, of Salem, Oregon, in full satisfaction of any claim or claims of whatsoever kind or nature on or account of materials furnished and delivered to or labor performed upon that certain structure known as Testing Laboratory Building, State Highway Commission of Salem, Oregon, and that said undersigned, Keith Brown Building Supply, does hereby release and fully discharge L. B. James, the State of Oregon, Glens Falls Indemnity Company of New York, H. C. Hastorf, H. C. Hastorf, Trustee, and Walter J. Paulson, and Hastorf, Inc., from any and all claims, charges, accounts or liabilities arising by reason of the construction of said building or structure or arising by reason of labor and/or materials furnished and delivered to or for said structure or premises.

Dated this 31 day of March, 1942.

KEITH BROWN BUILDING SUPPLY

By Keith Brown

RELEASE

Receipt is hereby acknowledged of check of Hastorf, Inc., No. 13150, in the amount of Five hundred Twenty-four and 50/100 ($524.50) Dollars, paid and delivered to Poole and McGonigle of Portland, Oregon in full satisfaction of any claim or claims of whatsoever kind or nature on or account of materials furnished and delivered to or labor performed upon that certain structure known as Testing Laboratory Building, State Highway Commission of Salem, Oregon, and that said undersigned, Poole and McGonigle, does hereby release and fully discharge L. B. James, the State of Oregon, Glens Falls Indemnity Company of New York, H. C. Hastorf, H. C. Hastorf, Trustee, and Walter J. Paulson, and Hastorf, Inc., from any and all claims, charges, accounts or liabilities arising by reason of the construction of said building or structure or arising by reason of labor and/or materials furnished and delivered to or for said structure or premises.

Dated this 7th day of Feb. ~~January,~~ 1942.

POOLE & McGONIGLE

By Charles McGonigle

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

April 6, 1942

Mr. F. [illegible] Wagner
[illegible]02 Pacific Building
Portland, Oregon

Dear Mr. Wagner:

COPY

The release by River Bend Sand & Gravel of their notice of claim for $85.80 against the bond taken from L. B. James, principal, and Glens Falls Indemnity Company, surety, enclosed with your letter of April 4th has been filed today and attached to the original notice.

Very truly yours,

S:FO [illegible] Secretary of State

cc Oregon State Highway Commission

RECEIVED
APR 9 19
FOR FILING

24-3406

April 7, 1942

Glens Falls Indemnity Company
Jewett, Barton, Leavy & Kern
Lewis Building
Portland, Oregon

Gentlemen:

Mr. Fl E. Wagner, attorney for L. B. James, contracter for the construction of the highway department's testing laboratory in Salem, state highway contract No. 2405, has forwarded to this office the following releases of claims against this job:

F. O. Repine	$162.42
Viesko & Hanneman	255.00
Poole & McGonigle	524.50
Heimboldt & Lewis	250.60
Keith Brown Bldg. Supply	875.00
Mathis Brothers	799.64
Ben Otjen	133.90
River Bend Sand & Gravel	85.80

This information is forwarded to you inasmuch as you appear surety on the bond furnished by Mr. James in connection with this contract.

Very truly yours,

HBG:AM

Secretary

cc - L. B. James
735 S. E. Morrison
Portland, Oregon

NOT
D.

April 7, 1942

Mr. F. E. Wagner
Attorney at Law
602 Pacific Bldg.
Portland, Oregon

Dear Sir:

As requested in your letter of April 4, I am forwarding to the Secretary of State, in today's mail, the following original leases of claims against the L. B. James contract for construction of the state highway department's laboratory building in Salem:

F. O. Repine	$162.42
Viesko & Hannaman	255.00
Poole & McGonigle	524.50
Reinholdt & Lewis	250.60
Keith Brown Building Supply	$75.00
Mathis Brothers	799.64
Ben Otjen	133.90

I am also correcting the records of the Highway Commission in accordance therewith.

Thanking you kindly for these releases, I remain

Very truly yours,

HBG:AM

Secretary

NOTED
D. [illegible] DeSart

April 7, 1942

Honorable Earl Snell
Secretary of State
CAPITOL

Dear Mr. Snell:

At the request of Mr. F. E. Wagner, attorney for L. B. James, contractor for the construction of the highway department's testing laboratory in Salem, state highway contract No. 2405, I am inclosing for your information and records the following releases of claims against this job:

F. O. Repine	$ 162.42
Wiesko & Hanneman	255.00
Poole & McGonigle	524.50
Reinholdt & Lewis	250.60
Keith Brown Building Supply	875.00
Mathis Brothers	799.64
Ben Otjen	133.90

Very truly yours,

Secretary

HBG:AM

cc - F. E. Wagner
Attorney at Law
602 Pacific Bldg.
Portland, Oregon

NOTED
D. DeSart

/

F. E. WAGNER
ATTORNEY AT LAW
602 PACIFIC BUILDING
PORTLAND, OREGON

April 4, 1942.

State Highway Commission
State Office Building
Salem, Oregon

Attention, Mr. Reeves.

Re: State Laboratory Testing Building,
Salem, Oregon.

Gentlemen:

Enclosed herewith find duplicates of releases of the following: F. O. Repine, Viesko and Hannaman, Poole and McGonigle, Reinholdt and Lewis, Kieth Brown Building Supply, Mathis Bros., Ben Otjen, and River Bend Sand and Gravel.

These are being herewith submitted to your Mr. Reeves, in accord with our conversation of several days ago, wherein it was agreed that Mr. Reeves would deposit the originals of these with the Secretary of State and retain these copies for his files.

I am forwarding the original release of River Bend Sand and Gravel Co. directly to Earl Snell, Secretary of State.

Yours very truly,

F. E. Wagner

FEW:BP

encs. 9

cc/ Mr. Earl Snell.

ACKNOWLEDGEI
H. B. GLAISYER

April 4, 1942.

Mr. Earl Snell
Secretary of State
Salem, Oregon

Re: State Highway Commission Testing
Laboratory Building. Contract No. 2408
L. E. James, Contractor.

Dear Mr. Snell:

I am enclosing herewith release of River Bend Sand and Gravel, dated April 1, 1942, releasing the State of Oregon, the above mentioned contractor, and others responsible on the contract, from all liability, and indicating payment in full of the account of the said River Bend Sand and Gravel Co. which has heretofore filed its claim against the State of Oregon and the surety on the bond.

Also enclosed find copy of letter under the above date addressed to the attention of Mr. Reeves of the Highway Commission, which is self-explanatory and which concerns the above matter.

Very truly yours,

COPY

FEW:BP
encs. 2

cc/ Mr. Reeves,
State Highway Comm.

F. E. WAGNER
ATTORNEY AT LAW
602 PACIFIC BUILDING
PORTLAND, OREGON

7

RELEASE

Receipt is hereby acknowledged of check of Hastorf, Inc. No. 13249, in the amount of One hundred Sixty two and 42/100 Dollars, paid and delivered to F. O. Repine, of Salem, Oregon, in full satisfaction of any claim or claims of whatsoever kind or nature on or account of materials furnished and delivered to or labor performed upon that certain structure known as Testing Laboratory Building, State Highway Commission of Salem, Oregon, and that said undersigned, F. O. Repine, does hereby release and fully discharge L. B. James, the State of Oregon, Glens Falls Indemnity Company of New York, H. C. Hastorf, H. C. Hastorf, Trustee, and Walter J. Paulsen, and Hastorf, Inc., from any and all claims, charges, accounts or liabilities arising by reason of the construction of said building or structure or arising by reason of labor and/or materials furnished and delivered to or for said structure or premises.

Dated this 31st day of March, 1942.

F. O. REPINE

By F. O. Repine

1

RELEASE

Receipt is hereby acknowledged of check of Hastorf, Inc., No. 13247, in the amount of Two hundred Fifty-five and No/100 ($255.00) Dollars, paid and delivered to Viesko and Hannaman of Salem, Oregon, in full satisfaction of any claim or claims of whatsoever kind or nature on or account of materials furnished and delivered to or labor performed upon that certain structure known as Testing Laboratory Building, State Highway Commission of Salem, Oregon, and that said undersigned, Viesko and Hannaman, does hereby release and fully discharge L. B. James, the State of Oregon, Glens Falls Indemnity Company of New York, H. C. Hastorf, H. C. Hastorf, Trustee, and Walter J. Paulson, and Hastorf, Inc., from any and all claims, charges accounts or liabilities arising by reason of the construction of said building or structure or arising by reason of labor and/or materials furnished and delivered to or for said structure or premises.

Dated this 31 day of March, 1942.

VIESKO AND HANNAMAN

By G. L. Hannaman

7

RELEASE

Receipt is hereby acknowledged of check of Hasterf, Inc., No. 13180, in the amount of Five hundred Twenty-four and 80/100 ($524.80) Dollars, paid and delivered to Poole and McGonigle of Portland, Oregon in full satisfaction of any claim or claims of whatsoever kind or nature on or account of materials furnished and delivered to or labor performed upon that certain structure known as Testing Laboratory Building, State Highway Commission of Salem, Oregon, and that said undersigned, Poole and McGonigle, does hereby release and fully discharge L. B. James, the State of Oregon, Glens Falls Indemnity Company of New York, H. C. Hasterf, H. C. Hasterf, Trustee, and Walter J. Paulson, and Hasterf, Inc., from any and all claims, charges, accounts or liabilities arising by reason of the construction of said building or structure or arising by reason of labor and/or materials furnished and delivered to or for said structure or premises.

Dated this 7th day of Feb. January, 1942.

POOLE & McGONIGLE

By Charles E. McGonigle

7

RELEASE

Receipt is hereby acknowledged of check of Hastorf, Inc., No. 13140, in the amount of Two hundred Fifty and 60/100 ($250.60) Dollars, paid and delivered to Reinholdt and Lewis of Salem, Oregon in full satisfaction of any claim or claims of whatsoever kind or nature on or account of materials furnished and delivered to or labor performed upon that certain structure known as Testing Laboratory Building, State Highway Commission of Salem, Oregon and that said undersigned, Reinholdt and Lewis, does hereby release and fully discharge L. B. Jones, the State of Oregon, Glens Falls Indemnity Company of New York, H. C. Hastorf, H. C. Hastorf, Trustee, and Walter J. Paulson, and Hastorf, Inc., from any and all claims, charges, accounts or liabilities arising by reason of the construction of said building or structure or arising by reason of labor and/or materials furnished and delivered to or for said structure or premises.

Dated this 5th day of March January, 1942.

REINHOLDT & LEWIS

By F Reinholdt

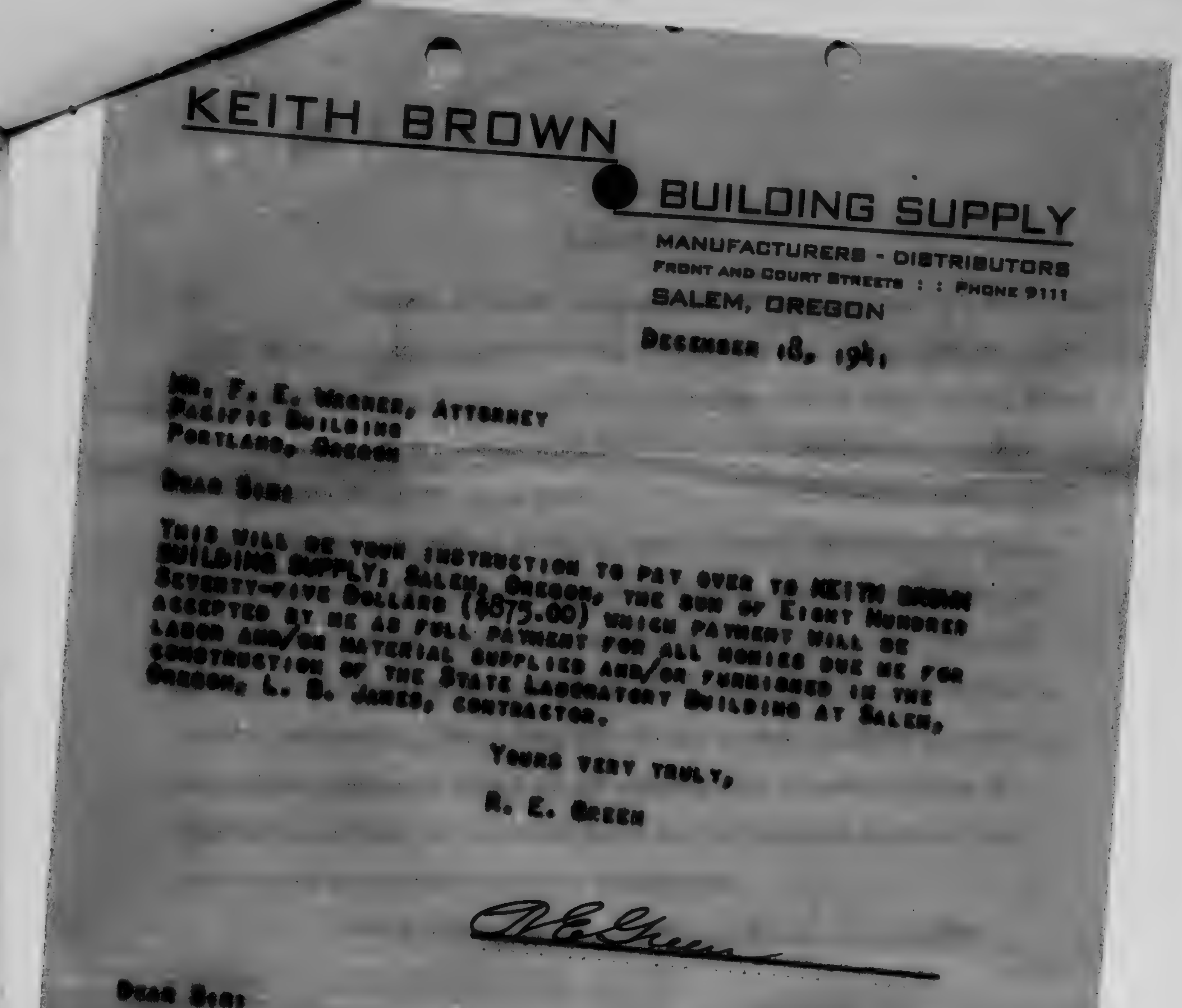
RELEASE

Receipt is hereby acknowledged of check of Hastorf, Inc., No. 13246, in the amount of Eight hundred Seventy-five and No/100 Dollars, paid and delivered to Keith Brown Building Supply, of Salem, Oregon, in full satisfaction of any claim or claims of whatsoever kind or nature on or account of materials furnished and delivered to or labor performed upon that certain structure known as Testing Laboratory Building, State Highway Commission of Salem, Oregon, and that said undersigned, Keith Brown Building Supply, does hereby release and fully discharge L. B. Jones, the State of Oregon, Glens Falls Indemnity Company of New York, H. C. Hastorf, H. C. Hastorf, Trustee, and Walter J. Paulson, and Hastorf, Inc., from any and all claims, charges, accounts or liabilities arising by reason of the construction of said building or structure or arising by reason of labor and/or materials furnished and delivered to or for said structure or premises.

Dated this 31 day of March, 1942.

KEITH BROWN BUILDING SUPPLY

By Keith Brown



KEITH BROWN
BUILDING SUPPLY
MANUFACTURERS - DISTRIBUTORS
FRONT AND COURT STREETS : : PHONE 9111
SALEM, OREGON

December 18, 1941,

Mr. F. E. Wagner, Attorney
Pacific Building
Portland, Oregon

Dear Sir:

This will be your instruction to pay over to Keith Brown Building Supply, Salem, Oregon, the sum of Eight Hundred Seventy-Five Dollars ($875.00) which payment will be accepted by me as full payment for all monies due me for labor and/or material supplied and/or furnished in the construction of the State Laboratory Building at Salem, Oregon, L. B. James, contractor.

Yours very truly,

R. E. Green

R E Green

Dear Sir:

The above assignment will be accepted by us as full payment for our claim on the above mentioned job for material supplied to R. E. Green, plastering contractor on the job. This firm has a small claim directly against L. B. James which it will be expected will be paid to us in addition to the above mentioned Eight Hundred Seventy-Five Dollars ($875.00). These two amounts will satisfy any and all claims this firm has against said job.

Yours very truly,

Keith Brown Building Supply

Keith Brown

RELEASE

Receipt is hereby acknowledged of check of Hastorf, Inc., No. 13280, in the amount of Seven hundred ninety-nine and 64/100 Dollars, paid and delivered to Mathis Bros., of Salem, Oregon, in full satisfaction of any claim or claims of whatsoever kind or nature on or account of materials furnished and delivered to or labor performed upon that certain structure known as Testing Laboratory Building, State Highway Commission of Salem, Oregon, and that said undersigned, Mathis Bros., does hereby release and fully discharge L. B. Jones, the State of Oregon, Glens Falls Indemnity Company of New York, H. C. Hastorf, H. C. Hastorf, Trustee, and Walter J. Paulson, and Hastorf, Inc., from any and all claims, charges, accounts or liabilities arising by reason of the construction of said building or structure or arising by reason of labor and/or materials furnished and delivered to or for said structure or premises.

Dated this 31st day of March, 1942.

MATHIS BROS.

By R W Mathis

RELEASE

Receipt is hereby acknowledged of check of H.C. Hastorf, Inc., No. 5321, in the amount of One Hundred thirty-three and 90/100 ($133.90) Dollars, paid and delivered to Ben Otjen, of Salem, Oregon, in full satisfaction of any claim or claims of whatsoever kind or nature on or account of materials furnished and delivered to or labor performed upon that certain structure known as Testing Laboratory Building, State Highway Commission of Salem, Oregon, and that said undersigned, Ben Otjen, does hereby release and fully discharge L. B. James, the State of Oregon, Glens Falls Indemnity Company of New York, H. C. Hastorf, H. C. Hastorf, Trustee, and Walter J. Paulson, and Hastorf, Inc., from any and all claims, charges, accounts or liabilities arising by reason of the construction of said building or structure or arising by reason of labor and/or materials furnished and delivered to or for said structure or premises.

Dated this 1st day of April, 1942.

BEN OTJEN

By Mrs. Ben Otjen

RELEASE

Receipt is hereby acknowledged of check of Hastorf, Inc. No. 13109, in the amount of Eighty five and 80/100 ($85.80) Dollars, paid and delivered to River Bend Sand & Gravel of Salem, Oregon, in full satisfaction of any claim or claims of whatsoever kind or nature on or account of materials furnished and delivered to or labor performed upon that certain structure known as Testing Laboratory Building, State Highway Commission of Salem, Oregon, and that said undersigned, River Bend Sand & Gravel, does hereby release and fully discharge L. B. Jones, the State of Oregon, Glens Falls Indemnity Company of New York, H. C. Hastorf, H. C. Hastorf, Trustee, and Walter J. Paulson, and Hastorf, Inc., from any and all claims, charges, accounts or liabilities arising by reason of the construction of said building or structure or arising by reason of labor and/or materials furnished and delivered to or for said structure or premises.

Dated this 1 day of April, 1942.

RIVER BEND SAND & GRAVEL

By Carl R. Strate Sec

RECEIVED
APR 1 1942
FOR FILING

24-3 [illegible]

April 1, 1942

Glens Falls Indemnity Company
Jewett, Barton, Leavy & Kern
Lewis Building
Portland, Oregon

Gentlemen:

We have received through the office of the Secretary of State copies of a notice of claim, in the amount of $2,616.80, filed by the Linn Lumber Company of Lyons, Oregon, against the bond taken from L. B. James for construction of the testing laboratory building at the state highway shops, in Salem, being state highway contract No. 2405.

Inasmuch as you are surety for the contractor on this job, we hand you herewith, for your information and such action as is necessary, a copy of this notice of claim.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

MM

cc - L. D. James
735 S. E. Harrison
Portland, Oregon

NOTED
D. . DeSart

April 1, 1942

Honorable Earl Snell
Secretary of State
Capitol

Dear Sir:

This acknowledges receipt of your letter of March 30, enclosing three copies of a notice of claim, in the amount of $2,616.80, filed by the Linn Lumber Company against the bond taken from L. B. James in connection with his contract No. 2405 with the State Highway Commission, for construction of the testing laboratory building at the state highway shops, in Salem.

We have noted this claim in our records of this job and will today forward to the contractor and his surety copies of the notice thereof.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

MM

NOTED
D. DeSart

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

March 30, 1942

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

There are enclosed for your information and files, three copies of a notice of claim by Linn Lumber Company for $2616.80 against the bond taken from L. B. James, principal, and Glens Falls Indemnity Company, surety, for work on the State Highway laboratory building in Salem, which was received and filedtoday.

Please acknowledge receipt of the copies.

Very truly yours,

Earl Snell
Secretary of State

S:FM
encs. 3

[illegible] sent
[illegible] [illegible] letter
[illegible]

COPY

[illegible] Barton, Leav[illegible]
Resident Agents
General Insu[illegible]
[illegible]

LINN LUMBER COMPANY

Lyons, Oregon
March 30, 1942

TO THE STATE OF OREGON, AND TO THE SECRETARY OF STATE AND THE STATE HIGHWAY COMMISSION OF THE STATE OF OREGON:

Notice is hereby given that the undersigned, E.D. Crabtree and Edwin Keech, doing business as Linn Lumber Co., have a claim for materials, namely, dimension lumber and miscellaneous lumber items, in the sum of $2,616.80 against the bond taken from L. B. James, as principal, and Glens Falls Indemnity Company, as surety, for the work of construction of the State Highway Department Laboratory building located on the southerly side of East State Street adjacent to Salem in Marion County, Oregon.

E. D. CRABTREE

EDWIN KEECH
Claimants

Endorsed: File No. 3052
Filed March 30, 1942
EARL SNELL, Secretary of State

Glens Falls
INDEMNITY COMPANY
of Glens Falls, New York.

R. H. GRIFFITH, VICE-PRESIDENT
R. LYNN COLOMB, ASST. MGR.
PACIFIC COAST DEPARTMENT
MILLS TOWER SAN FRANCISCO

Jewett, Barton, Leavy & Kern
Resident Agents
General Insurance
SECOND FLOOR, LEWIS BUILDING
Telephone ATwater 4122
PORTLAND, OREGON

RECEIVED
APR 2 1942
FOR FILING

24-5506

April 1st, 1942

State Highway Commission
Salem, Oregon

Attention, Mr. H. B. Glaisyer
Secretary

Gentlemen:

This will acknowledge receipt of your letter of March 31st regarding the claim of the Linn Lumber Company.

The matter has been referred to the attorneys of the Glens Falls who are handling the various claims against Mr. James.

Very truly yours,

JEWETT BARTON LEAVY & KERN

BY J S Leavy

J.S.Leavy
HK

[illegible]

NOTED
D. DeSart

AUTOMOBILE PLATE GLASS ELEVATOR FIDELITY AND SURETY BONDS BURGLARY AVIATION
PERSONAL ACCIDENT CONTINGENT LIABILITY GENERAL LIABILITY TEAMS' LIABILITY

RECEIVED
APR 1 1942
FOR FILING

24-2406

March 31, 1942

Glens Falls Indemnity Company
Jewett, Barton, Leavy & Kern
Lewis Building
Portland, Oregon

Gentlemen:

We have today received notice of a claim, in the amount of $2,616.80, filed by the Linn Lumber Company of Lyons, Oregon, against L. B. James, for materials furnished in connection with contract No. 2405 for construction of the testing laboratory building at the state highway shops in Salem.

Inasmuch as you appear as surety on the bond, we are notifying you of this claim.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

MM

cc - L. B. James
735 S. E. Morrison
Portland, Oregon

NOTED
D. DeSart

March 31, 1942

Linn Lumber Company
Lyons, Oregon

[redacted]

This will acknowledged receipt of your letter of March 30 advising that you have a claim, in the amount of $2,616.80, against L. B. James, for furnishing materials in connection with the construction of the testing laboratory building at the state highway shops.

In accordance with our usual practice, we are, today, notifying the contractor and his surety of this claim.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

[illegible]

NOTED
D. [illegible] Sart

LUMBER
CAR-MATERIALS

LINN LUMBER

MILL WORK
BUILDING MATERIALS

LINN LUMBER COMPANY

Lyons, Oregon
March 30, 1942

TO THE STATE OF OREGON, AND TO THE SECRETARY OF STATE AND THE STATE HIGHWAY COMMISSION OF THE STATE OF OREGON:

Notice is hereby given that the undersigned, E. D. Crabtree and Edwin Keech, doing business as Linn Lumber Co., have a claim for materials, namely, dimension lumber and miscellaneous lumber items, in the sum of $2,616.80 against the bond taken from L. B. James, as principal, and Glens Falls Indemnity Company, as surety, for the work of construction of the State Highway Department laboratory building located on the southerly side of East State Street adjacent to Salem in Marion County, Oregon.

E D Crabtree

Edwin Keech

Claimants

REFERRED TO
[illegible]
BY SECRETARY

prepare usual letters

R

RECEIVED
JAN - 2 1942
FOR FILING

24-2466

December 31, 1941

Glens Falls Indemnity Company
Jewett, Barton, Leavy & Kern
Lewis Building
Portland, Oregon

Gentlemen:

The State Highway Commission has today been advised that Poole and McGonigle have a claim in the amount of $524.50 against the bond taken from L. B. James in connection with his contract No. 2405 for construction of the testing laboratory building at Salem.

This information is forwarded to you inasmuch as you appear surety on the bond furnished by Mr. James in connection with this contract.

Very truly yours,

DD:AM

Secretary

cc - L. B. James
735 S. E. Morrison
Portland, Oregon

NOTED
D DeSart

NOTED
D DeSart

December 31, 1941

Mr. E. L. McDougal
Attorney at Law
1401-1437 American Bank Bldg.
Portland, Oregon

Dear Sir:

Thank you for your letter of December 30 advising that Poole and McGonigle have received payment in the amount of $300 on their account against L. B. James for material used in constructing the testing laboratory building at Salem under contract No. 2405, and that there is a balance still owing of $524.50.

We have not been notified previously of this claim; therefore, we are at this time calling it to the attention of the contractor and the surety. Work on this contract has not as yet been completed.

Very truly yours,

Secretary

DD:AM

E. L. McDOUGAL
H. LAWRENCE LISTER
E. A. PALMER
F. C. McDOUGAL

LAW OFFICES OF
E. L. McDOUGAL
1401-1437 AMERICAN BANK BUILDING
PORTLAND, OREGON

December 30, 1941.

Highway Commission
State of Oregon
Salem, Oregon

Gentlemen: Re: L. B. James - Contract No. 2405

Referring to the claim of Poole and McGonigle against L. B. James on his contract No. 2405 for the construction of a testing laboratory building at the State Highway Shop in Salem, Oregon, I wish to advise you that I formerly wrote you that there was a balance owing in the sum of $824.50 on this account. We are now in receipt of a check in the sum of $300.00 which leaves a balance of $524.50 owing us.

Mr. James, through his attorney, has said that he will pay us the balance upon receipt of final payment from the State of Oregon and we are dropping you this line to inform you so that you will be good enough to protect us in this matter.

Very truly yours,

E. L. MC DOUGAL

3:A

RECEIVED
DEC 31 1941

RECEIVED
DEC 30 1941
FOR FILING

24-3406

December 30, 1941

Glens Falls Indemnity Company
Jewett, Barton, Leavy & Kern
Lewis Building
Portland, Oregon

Gentlemen:

Attached hereto is a copy of a claim, in the amount of $250.60, which was filed in the office of the Secretary of State by Reinholdt and Lewis against the bond taken from L. B. James in connection with state highway contract No. 2405, testing laboratory building at the state highway shops in Salem.

This information is given you inasmuch as you appear surety on the bond furnished by Mr. James.

Very truly yours,
STATE HIGHWAY COMMISSION

By

AM

Secretary

cc - Mr. L. B. James
735 S. E. Morrison
Portland, Oregon

cc - Reinholdt & Lewis
Manufacturers, Salem
Venetian Blinds
Salem, Oregon

NOTED
D DeSart

December 30, 1941

Honorable Earl Snell
Secretary of State
Capitol
Salem, Oregon

Dear Sir:

This acknowledges receipt of your letter of December 29, 1941, with copies inclosed of a claim which has been filed by Reinholdt & Lewis against the bond taken from L. B. James in connection with state highway contract No. 2405, testing laboratory building at the state highway shops in Salem.

In accordance with our usual practice, we are today forwarding copies of the claim to the surety and the contracter.

Very truly yours,
STATE HIGHWAY COMMISSION

By

AM

Secretary

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

December 29, 1941

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

There are enclosed for your information and files, three copies of a notice of claim by Reinholdt & Lewis for $250.60 against the bond taken from L.B. James, principal, and Glen Falls Indemnity Co., surety, for work on the Highway Testing Laboratory which was received and filed today.

Please acknowledge receipt of the copies.

Very truly yours,

Earl Snell
Secretary of State

S FM
encs. 3

RECEIVED
DEC 30 1941
STATE HI [illegible] ISSION

REINHOLDT AND LEWIS
Manufacturers
Salem Venetian Blinds
Salem, Oregon

December 8, 1941

State of Oregon
Salem, Oregon

Gentlemen:

Notice hereby is given that the undersigned, Reinholdt and Lewis, has a claim for weatherstripping 95 windows for the Highway Testing Laboratory at Salem in the amount of $250.60, against the bond taken from the Glen Falls Indemnity Company, Jewell, Barton, Leavy & Kern, Agents, Lewis Building, Portland, Oregon, covering contract #2405 for L. B. James, General Contractor, on the above stated Testing Laboratory for the State Highway Commission in Salem.

This work was completed November 6, and to date no remittance has been received.

Yours very truly,

REINHOLDT AND LEWIS

L. C. REINHOLDT
L. C. Reinholdt, Partner

Endorsed: File No. 3020
Filed December 29, 1941
EARL SNELL
Secretary of State

oldt

Telephone 8991

Rollin Lewis

REINHOLDT AND LEWIS

MANUFACTURERS

Salem Venetian Blinds

Salem, Oregon

December 8, 1941

State of Oregon
Salem, Oregon

Gentlemen:

Notice hereby is given that the undersigned, Reinholdt and Lewis, has a claim for weatherstripping 95 windows for the Highway Testing Laboratory at Salem in the amount of $250.60, against the bond taken from the Glen Falls Indemnity Company, Jewell, Barton, Leavy, & Kern, Agents, Louis Building, Portland, Oregon, covering contract #2405 for L. B. James, General Contractor, on the above stated Testing Laboratory for the State Highway Commission in Salem.

This work was completed November 6, and to date no remittance has been received.

Yours very truly,

REINHOLDT AND LEWIS

Reinholdt

L. C. Reinholdt, Partner

Rollin Lewis

INVOICE

REINHOLDT AND LEWIS

MANUFACTURERS

Salem Venetian Blinds

2330 South Commercial Street
Salem, Oregon

TELEPHONE 8991

INTERLOCKING WEATHER STRIPPING
TONTINE WASHABLE WINDOW SHADES
WINDOW CALKING
WINDOW SCREENS
UNIT PREFIT WINDOWS AND FRAMES

November 6, 1941

Our Invoice No. 1659
Your Order No.
Ship Via Installed

Mr. L. B. James
c/o Hastorf, Inc.
735 S. E. Morrison
Portland, Oregon

TERMS: 2% Tenth of Month Following Purchase. Interest Charged at Rate of 1% Per Month on Past Due Balance.

1	34 x 34/34	Window	Stripped in Gold Seal	
54	52 x 38/38			
2	52 x 30/30			
1	52 x 52/52			
37	52 x 54/34			$250.60

For Highway Department

RD:AH

Secretary

cc - L. B. James
735 S. E. Morrison
Portland, Oregon

NOTED

Rollin Lewis

INVOICE

REINHOLDT AND LEWIS

MANUFACTURERS

Salem Venetian Blinds

2330 South Commercial Street
Salem, Oregon

INTERLOCKING WEATHER STRIPPING
TONTINE WASHABLE WINDOW SHADES
WINDOW CALKING
WINDOW SCREENS
UNIT PREFIT WINDOWS AND FRAMES

November 6, 1941

Our Invoice No. 1659
Your Order No.
Ship Via Installed

Mr. L. B. James
c/o Hastorf, Inc.
735 S. E. Morrison
Portland, Oregon

TELEPHONE 8991

TERMS: 2% Tenth of Month Following Purchase. Interest Charged at Rate of 1% Per Month on Past Due Balance.

1	34 x 34/34	Window	Stripped in Gold Seal	
54	52 x 38/38			
2	52 x 30/30			
1	52 x 52/52			
37	52 x 34/34			$250.60

For Highway Department

DD:AH

Secretary

cc - L. B. James
735 S. E. Morrison
Portland, Oregon

NOTED
D. G. D[illegible]

R

RECEIVED
DEC 13 1941
FOR FILING

24-3406

December 12, 1941

Glens Falls Indemnity Company
Jewett, Barton, Leavy & Kern
Lewis Building
Portland, Oregon

Gentlemen:

Attached hereto is a copy of a claim, in the amount of $283.90, which has been filed in the office of the Secretary of State by Ben Otjen against the bond taken from L. B. James in connection with his contract with the State Highway Commission, No. 2405, for construction of the testing laboratory building at the state highway shops in Salem.

This information is given you inasmuch as you appear surety on the bond furnished by Mr. James in connection with this contract.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

DD:AM

cc - L. B. James
735 S. E. Morrison
Portland, Oregon

NOTED
D. G. DeSart

December 12, 1941

Honorable Earl Snell
Secretary of State
Capitol Building
Portland, Oregon

Dear Sir:

This acknowledges receipt of your letter of December 11, 1941, with copies of a claim attached which has been filed in your office by Ben Otjen against the bond taken from L. B. James in connection with his contract with the State Highway Commission for the construction of a testing laboratory building at the state highway shops in Salem, contract No. 2405.

In accordance with our usual practice, we are today notifying the bonding company and the contractor that the claim has been filed in your office.

Very truly yours,
STATE HIGHWAY COMMISSION

By

DD:AM Secretary

NOTED
D. G. DeSart

COPY

December 4, 1941

To The Secretary of State,
State of Oregon,
Salem, Oregon.

Notice is hereby given that the undersigned, Ben Otjen, has a claim for balance due on sub-contract for excavation and grading in the sum of TWO HUNDRED AND EIGHTY THREE AND 90/100 DOLLARS against the bond taken from L.B. James for the work of construction of the State Laboratory Building at Salem, Oregon.

BEN OTJEN
Ben Otjen
by: Mrs. Ben Otjen

Endorsed: File 3012
Filed 12/11/41
EARL SNELL, Secretary of State

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

RECEIVED
DEC 12 1941
STATE HIGHWAY COMMISSION

December 11, 1941

Oregon State Highway Commission
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer

There are enclosed for your information and files, three copies of a notice of claim by Ben Otjen for $283.90 against the bond taken from L.B.James for work on the State Laboratory Bldg. which was received and filed today.

Please acknowledge receipt of the copies.

Very truly yours,

Earl Snell
Secretary of State

S FM
enc. 3

R.

RECEIVED
DEC 12 1941
FOR FILING

24-3406

December 11, 1941

Glens Falls Indemnity Company
Jewett, Barton, Leavy & Kern
Lewis Building
Portland, Oregon

Gentlemen:

Attached hereto is a copy of a claim which has been filed in the office of the Secretary of State by Mathis Brothers against the bond taken from L. B. James in connection with state highway contract No. 2405 for construction of the testing laboratory building at the state highway shops in Salem, Oregon.

Mathis Brothers have also filed their claim against the above-mentioned contract in the office of this department.

This information is given you inasmuch as you appear surety on the bond furnished by Mr. James in connection with this contract.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

DD:AM

cc - L. B. James
735 S. E. Morrison
Portland, Oregon

cc - Mathis Brothers
164 South Commercial
Salem, Oregon

December 11, 1941

Honorable Earl Snell
Secretary of State
Capitol
Salem, Oregon

Dear Sir:

This acknowledges receipt of your letter of December 9, 1941, with copies of a claim attached which has been filed by Mathis Brothers against the bond taken from L. B. James in connection with state highway contract No. 2405 for construction of the testing laboratory building at the state highway shops in Salem.

In accordance with our usual practice, we are today notifying the bonding company and the contractor that the claim has been filed.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

DD:AM

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

December 9, 1941

Oregon State Highway Commission
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer

There are enclosed for your information and files, three copies of a notice of claim by Mathis Bros. for $1075.98 against the bond taken from L. B. James, principal, and Glen Falls Indemnity Company, surety, for work onthe Testing Laboratory Building at Salem, contract 2405, which was received and filed today.

Please acknowledge receipt of the copies in order that our files may be complete.

Very truly yours,

Earl Snell
Secretaryof State

:Fk
encs. 3

REFERRED TO
Ce Hart
BY SECRETARY

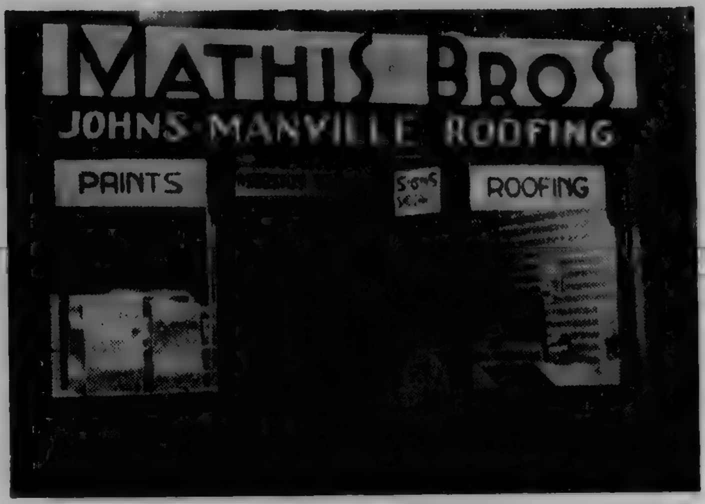
prepare usual letter
HBG

[illegible] 10 1941

TSBURGH PAINTS
SIGNS AND SHOW CARDS

WALL PAPER

ASBESTOS SIDING
ROCK WOOL INSULATION



164 SOUTH COMMERCIAL

TELEPHONE 4642

SALEM, OREGON

December 8, 1941

Secretary of State
State of Oregon
Salem, Oregon

Gentlemen:

Notice hereby is given that the undersigned Mathis Bros. Paint and Roofing Company has a claim for roofing and sheet metal labor and material in the sum of $1,075.98, (One Thousand Seventy-five Dollars and ninety-eight cents) against the bond taken from Glen Falls Indemnity Company, Jewett, Barton, Leavy and Kern, Lewis Building, Portland, Oregon, for the work of L. B. James, Contractor, Contract No. 2405, construction of Testing Laboratory Building on the State Highway Dept. premises in Salem, Oregon.

Yours very truly,

RW Mathis

MATHIS BROS.

✓CC State Highway Commission

REFERRED TO
W.C. Hart
BY SECRETARY

usual letters

1941

"We Cover the Town"

R

RECEIVED
DEC 12 1941
FOR FILING

Su-2406

December 11, 1941

Glens Falls Indemnity Company
Jewett, Barton, Leavy & Kern, Agents
Lewis Building
Portland, Oregon

Gentlemen:

Attached hereto is a copy of a claim which has been filed in the office of the Secretary of State by F. O. Repine against the bond taken from L. B. James in connection with state highway contract No. 2405 for construction of the testing laboratory building at the state highway shops in Salem, Oregon.

Mr. Repine has also filed his claim against the above-mentioned contract in the offices of this department.

This information is given you inasmuch as you appear surety on the bond furnished by Mr. James in connection with this contract.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

BD:AM

cc - Mr. L. B. James
735 S. E. Morrison
Portland, Oregon

cc - F. O. Repine
950 Union Street
Salem, Oregon

December 11, 1941

Honorable Earl Snell
Secretary of State
Capitol Building
Salem, Oregon

Dear Sir:

This acknowledges receipt of your letter of December 10, 1941, with copies of a claim attached which has been filed by F. O. Repine against the bond taken from L. B. James in connection with state highway contract No. 2405 for construction of the testing laboratory building at the state highway shops in Salem, Oregon.

In accordance with our usual practice, I am today notifying the bonding company and the contractor that this claim has been filed.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

DD:AM

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

December 10, 1941

Oregon State Highway Commission
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer

There are enclosed for your information and files, three copies of a notice of claim by F. O. Repine for $662.42 against the bond taken from L. B. James, principal, and Glen Falls Indemnity Company, surety, for work onthe State Highway Department Testing Laboratory which was received and filed today.

Please acknowledge receipt of the copies.

Very truly yours,

Earl Snell
Secretary of State

S:FM
encs. 3

Mr Sant
prepare usual letter
HBG

RECEIVED
11

F. O. REPINE

Painter and Decorator

950 Union Street
Salem, Oregon

Dec. 9, 1941

In re: Contract #2405 - L. B. James

To the Secretary of State of the State of Oregon:

Notice hereby is given that F. O. Repine has a claim for labor and materials furnished in connection with the Painting of the State Highway Department Testing Laboratory at Salem in the sum of Six hundred sixty two and 42/100 Dollars ($662.42) against the bond taken from L.B. James, principal, and Glen Falls Indemnity Co., surety, for the work of constructing of State Highway Department Testing Laboratory at Salem, Oregon.

F. O. REPINE
F. O. Repine

Endorsed: File No. 3011
Filed 12/10/41
EARL SNELL, Secretary of State

Dec. 9, 1941.

In re: Contract #2405 - L. B. James.

To the Secretary of State of the State of Oregon:

Notice hereby is given that F. O. Repine has a claim for labor and materials furnished in connection with the painting of the State Highway Department Testing Laboratory at Salem in the sum of Six hundred sixty two and 42/100 Dollars ($662.42) against the bond taken from L. B. James, principal, and Glen Falls Indemnity Co., surety, for the work of constructing of State Highway Department Testing Laboratory at Salem, Oregon.

F. O. REPINE.

RECEIVED
DEC 10 1941
STATE HIGHWAY COMMISSION

RECEIVED
DEC 8 1941
FOR FILING

24-3406

December 6, 1941

Glens Falls Indemnity Company
Jewett, Barton, Leavy & Kern
Lewis Building
Portland, Oregon

Gentlemen:

Attached hereto is a copy of a claim which was filed with the Secretary of State on December 5, 1941, by Viesko & Hannanen in the amount of $255.00 against L. B. James's contract for the construction of the Testing Laboratory Building at the State Highway Shops, in Salem, being state highway contract No. 2405.

This information is forwarded to you inasmuch as you appear as surety on the bond furnished by Mr. James with the above-mentioned contract.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

KR

cc: L. B. James
735 S. E. Morrison
Portland, Oregon

NOTED
D. C. DeSart

December 6, 1941

Honorable Earl Snell
Secretary of State
CAPITOL

Dear Sir:

This acknowledges receipt of your letter of December 5, 1941, enclosing three copies of a notice of claim by Viesko & [illegible] in the amount of $255.00 against the bond taken from L. B. James, in connection with state highway contract No. 2405.

We have noted this claim in our records of this job and will today forward to the contractor and his surety copies of the notice thereof.

Very truly yours,
OREGON STATE HIGHWAY COMMISSION

By

Secretary

KR

NOTED
D. . DeSart

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

December 5, 1941

Oregon State Highway Commission
Salem, Oregon

Gentlemen: Attention Mr. H. E. Glaisyer

There are enclosed for your information and files, three copies of a notice of claim by Viesko & Han[illegible] in the amount of $2[illegible]5.00 against the bond taken from L. B. J[illegible] for work on the State Laboratory Building which was received and filed today.

Please acknowledge receipt of the copies.

Very truly yours,

Secretary of State

S:FW
Encl. 3

REFERRED TO
BY SECRETARY

usual letter

RECEIVED
[illegible] - 1941
STATE HIGHWAY COMMISSION

COPY

VIESKO & HANNAMAN
Contractors
P. O. Box 69 : Phone 4254
Salem, Oregon

December 4, 1941

To The Secretary of State,
State of Oregon.
Salem, Oregon.

Notice is hereby given that the undersigned Viesko and Hannaman have a claim for balance due for tile partition work and setting of glass blocks on sub-contract in the sum of TWO HUNDRED AND FIFTY FIVE DOLLARS ($255.00) against the bond taken from L. B. James for the work of construction of the State Laboratory Building at Salem, Oregon.

VIESKO & HANNAMAN

By: G. L. Hannaman

Endorsed: File No. 3008
Filed 12/5/41
EARL SNELL
Secretary of State

R

RECEIVED
DEC - 3 1941
FOR FILING

24-3406

December 3, 1941

Honorable Earl Snell
Secretary of State
CAPITOL

Dear Sir:

This acknowledges receipt of your letter of December 1, 1941, with copies inclosed of a claim which has been filed by the River Bend Sand & Gravel Company against the bond taken from L. B. James in connection with state highway contract No. 2405.

In accordance with our usual practice we are today forwarding copies of the claim to the surety and the contractor.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

AM

NOTED
D. C. DeSart

December 3, 1941

Glens Falls Indemnity Company
Jewett, Barton, Leavy & Kern
Lewis Building
Portland, Oregon

Gentlemen:

Attached hereto is a copy of a claim which has been filed with the Secretary of State by the River Bend Sand and Gravel Company against the bond taken from L. B. James in connection with his contract, No. 2405, for construction of the testing laboratory building, at the state highway shops in Salem.

This information is given you inasmuch as you appear surety on the bond furnished by Mr. James in connection with the above-mentioned contract.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

AM

cc - Mr. L. B. James
735 S. E. Morrison
Portland, Oregon

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

RECEIVED
DEC 3 - 1941
OREGON
STATE HIGHWAY COMMISSION

December 1, 1941

Oregon State Highway Commission
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer

There are enclosed for your information and files, three copies of a notice of claim by River Bend Sand & Gravel Company for $85.80 against the bond taken from Glen Falls Indemnity Company, for work on the State Laboratory Building which was received and filed in this office on November 29th.

Please acknowledge receipt of the copies.

Very truly yours,

Secretary of State

S:[illegible]
encs. 3

REFERRED TO [illegible]
BY SECRETARY

prepare usual letter

COPY

RIVER BEND SAND AND GRAVEL COMPANY
Ready Mixed Concrete
Route 4, Box 379, Wallace Road, SALEM, OREGON

November 28, 1941

To the State of Oregon:

Notice hereby is given that the undersigned River Bend Sand & Gravel Co. has a claim for 12 yds. ready mixed concrete in the sum of Eighty-Five Dollars and Eighty Cents ($85.80) against the bond taken from Glen Falls Indemnity Company for materials delivered for construction of the State Laboratory Building.

RIVER BEND SAND & GRAVEL CO.

By Carl H. Staats
Secretary

Endorsed: File No. 3006
Filed 11/29/41
EARL SNELL
Secretary of State

R

RECEIVED
DEC - 3 1941
FOR FILING

24-3406

December 2, 1941

Mrs. Ben Otjen
818 Rural Avenue
Salem, Oregon

Dear Mrs. Otjen:

In accordance with our telephone conversation of this morning, I am handing you herewith a mimeographed copy of Chapter 517, Oregon Laws 1939, in regard to filing claims against contractors' bonds through the office of the Secretary of State. I would suggest that you file your claim with the Secretary of State in accordance with the provisions of said law.

The contract to which you refer is known as State Highway Contract No. 2405, with L. B. James, for construction of the testing laboratory building at the state highway shops, Salem, Oregon. Mr. James has not as yet completed his contract.

In connection with this contract Mr. James was required to furnish the state with a surety bond for the protection of claims, which bond was written by the Glens Falls Indemnity Company for whom Jewett, Barton, Leavy & Kern are agents with offices in the Lewis Building, Portland. I would suggest that you file your claim with the bonding company as well as with the Secretary of State.

If there is any additional information you desire please advice me and I will be glad to forward it to you.

Very truly yours,

HBG:AM

Secretary

NOTED
D.C. DeSart

R

RECEIVED
NOV 14 1941
FOR FILING

24-3406

November 13, 1941

Griffith, Peck, Phillips & Nelson
Attorneys at Law
Electric Building
Portland, Oregon

Gentlemen:

In accordance with your letter of November 10, this will advise that the claim filed against L. B. James, contractor, and Ralph E. Green, subcontractor, on contract No. 2405 for construction of a testing laboratory building at the Salem Shops, was filed by Keith Brown Building Supply, whose address is 170 North Front Street, Salem, Oregon.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

DD/mm

NOTED
D. C. DeSart

GRIFFITH, PECK, PHILLIPS & NELSON
ATTORNEYS AT LAW
ELECTRIC BUILDING
PORTLAND, OREGON

FRANKLIN T. GRIFFITH
CASSIUS R. PECK
CLARENCE D. PHILLIPS
EARL S. NELSON
JOHN J. COUGHLIN

November 10, 1941.

RECEIVED
NOV 12 1941
OREGON
STATE HIGHWAY COMMISSION

Oregon State Highway Commission,
Portland, Oregon.

Attention: Mr. H.B. Glaisyer, Secretary.

Re: L.B. James, Contractor -
Testing Laboratory Building,
Salem, Oregon.

REFERRED TO [illegible]
BY SECRETARY

prepare reply

Gentlemen:

On October 31, 1941, you wrote a letter to Glens Falls Indemnity Company relative to the account of Keith Brown Building Supply against Mr. James.

We have taken this matter up with Mr. F.E.Wagner, attorney for Mr. L.B. James, and we understand that he will have this matter cleared up in the very near future.

X Your letter did not give us the address of Keith Brown Building Supply, and we would be pleased to have you let us know their address so that we may communicate with them if necessary.

170 N Third St.
Salem

Very truly yours,

GRIFFITH, PECK, PHILLIPS & NELSON,

By Clarence D. Phillips

CDP:Q

November 10, 1941

RECEIVED
NOV 13 1941
[illegible] COMMISSION

Mr. Ralph E. Green
144 Molalla Avenue
Oregon City, Oregon

Re: State Laboratory Building
Salem, Oregon
L. B. James, Contractor

Dear Mr. Green:

Please be advised that on the 21st day of October, 1941, Keith Brown Building Supply of Salem, Oregon filed claim for materials against L. B. James and against yourself as subcontractor and Glens Falls Indemnity Company, Surety on Mr. James's contract, in the amount of $1,418.94.

Your statement under date of October 18, 1941, shows a balance due you on Mr. James's account in the amount of $929.00. From this a further credit of $54.00 is to be made pursuant to your acceptance on change order under date of January 8, 1941, which item I spoke to you about and subsequently referred to the auditors who inform me now that such charge has been made against the balance due you for changes on the contract.

It will be incumbent upon you to make disposition of the claim of Keith Brown Building Supply above mentioned on your contract before any further payment will be forthcoming to you.

In the event it is your desire to pay sufficient on your account with Keith Brown Building Supply for materials furnished on the State Laboratory Building to leave a balance of $875.00 and then make assignment of the monies due you from Mr. James to Keith Brown Building Supply, I believe that such arrangement might be made.

Kindly get in touch with me at your earliest possible convenience.

Very truly yours,

BY SECRETARY

FEW:[illegible]

cc.
Oregon State Highway Comm.
Glens Falls Indemnity Co.

F. E. WAGNER
ATTORNEY AT LAW
602 PACIFIC BUILDING
PORTLAND, OREGON

RECEIVED
~~NOV~~ - 3 1941
FOR FILING

24-3406

R

November 1, 1941

Mr. E. L. McDougal
American Bank Building
Portland, Oregon

Dear Mr. McDougal:

In accordance with your letter of October 31, this will advise that the bond for Mr. L. B. James, on his contract No. 2405 for construction of a testing laboratory building at the State Highway Shops in Salem, was furnished by the Glens Falls Indemnity Company through their resident agents, Jewett, Barton, Leavy and Kern, Lewis Building, Portland.

This contract has not, as yet, been completed nor accepted.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

DO/mm

RECEIVED
NOV 1 - 1941

LAW OFFICES OF
E. L. McDOUGAL
1401-1437 AMERICAN BANK BUILDING
PORTLAND, OREGON

E. L. McDOUGAL
H. LAWRENCE LISTER
W. A. PALMER
F. C. McDOUGAL

October 31, 1941

Highway Commission
State of Oregon
Salem, Oregon

Gentlemen:

Will you please be good enough to advise us if Mr. L. B. James, 423 N. Thompson Street, Portland, Oregon, who was a contractor engaged to furnish your Commission with a Testing Laboratory, had a bond covering the furnishing of material and the furnishing of labor on this contract. If so, please advise us of the name of the bonding company inasmuch as Mr. James has not paid his account.

Very truly yours,

E. L. MC DOUGAL

3:A

R

RECEIVED
NOV - 1 1941
FOR FILING

24-3406

October 31, 1941

Mr. H. C. Hastorf
735 S. E. Morrison Street
Portland, Oregon

Dear Sir:

Keith Brown Building Supply, Front and Court Streets, Salem, have today filed a claim in the amount of $1,418.94 against L. B. James, contractor, R. E. Green, subcontractor, and the Glens Falls Indemnity Company, surety on contract No. 2405, for construction of the Testing Laboratry Building, at the State Highway Shops, in Salem, for material furnished thereon.

We are calling this claim to the attention of the surety company.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

DCD:RS

cc - L. B. James

NOTED
D.C. DeSart

RECEIVED
NOV - 1 1941
FOR FILING

OREGON
STATE HIGHWAY COMMISSION

October 31, 1941

Glens Falls Indemnity Company
Jewett, Barton, Leavy & Kern
Lewis Building
Portland, Oregon

Gentlemen:

We have today received a copy of an invoice, in the amount of $1,418.94, filed by Keith Brown Building Supply, against L. B. James, his subcontractor R. E. Green, and the Glens Falls Indemnity Company, for material furnished on contract No. 2405, for construction of the Testing Laboratory Building at the Highway Shops, in Salem.

This information is being furnished you as you appear as surety for this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

DOD:BS

NOTED
D. C. DeSart

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN
PORTLAND
HURON W. CLOUGH, MEMBER
CANYONVILLE
HERMAN OLIVER, MEMBER
JOHN DAY

OREGON
STATE HIGHWAY COMMISSION

R. H. BALDOCK, CHIEF ENGINEER
C. B. McCULLOUGH, ASS'T CHIEF ENGINEER
J. M. DEVERS, CHIEF COUNSEL
H. B. GLAISYER, SECRETARY

SALEM

October 31, 1941

IN REPLY PLEASE
REFER TO FILE NO.

Keith Brown Building Supply,
Front and Court Streets,
Salem, Oregon.

Gentlemen:

I acknowledge your letter of the twenty-ninth with statement of your claim against the contractor who constructed the state building here in Salem. I have handed the statement of your claim to the proper party here in the Salem office and he will notify the contractor and the contractor's surety of the filing of your claim and will advise the contractor that proper disposition must be made of the matter before final settlement can be made on the job.

If there should arise a dispute between you and the contractor as to the amount of the claim, then the matter will be taken up again with the surety and final settlement will not be made by the State with its contractor unless the surety consents.

If both the surety and the contractor dispute the claim, then within six months after the job has been completed and accepted by the State it will be necessary for you to file proper notice of your claim with the Secretary of State and then you will be at liberty to sue the contractor and the contractor's surety. I am of the opinion, however, that the contractor, upon notice from the Highway Commission, will see that the claim is taken care of.

Yours very truly,

J. M. DEVERS

JMD:FW

cc C. B. McCullough

C
O
P
Y

KEITH BROWN BUILDING SUPPLY

Front and Court Streets
Salem, Oregon

October 29, 1941

Mr. J. M. Devers
% State Highway Dept.
Salem, Oregon

Dear Sir:

We enclose a statement of the balance due us on the State Building by Mr. Green.

Any help you can give us in collecting this will certainly be appreciated.

Yours very truly,

KEITH BROWN BUILDING SUPPLY

(sgd.) M. L. Johnson

R

STATEMENT

KEITH BROWN BUILDING SUPPLY

MANUFACTURERS - DISTRIBUTORS
FRONT AND COURT STREETS : : PHONE 9111
SALEM, OREGON

R. E. GREEN
OREGON CITY, OREGON

RECEIVED
OCT 3 1941
LEGAL DEPT

STATE LAB. JOB

DATE	ITEMS	FOLIO	CHARGES	CREDITS	DATE	LAST AMOUNT IN THIS COLUMN IS WHAT YOU OWE
	BALANCE BROUGHT FORWARD				JUL 8	1,614118
[illegible]	[illegible]	2032	65.50			
[illegible]	[illegible]	2469	32.50			
[illegible]	[illegible]	3090	68.50			
[illegible]	[illegible]	2082	6.75			
[illegible]	[illegible]	2089	6.75			
[illegible]	[illegible]	2100	6.75			
[illegible]	[illegible]	2425	6.75			
[illegible]	[illegible]	3636	70.00			
[illegible]	[illegible]	2721	6.75			
[illegible]	[illegible]	2837	6.75			
[illegible]	[illegible]	3908	40.00			
[illegible]	[illegible]	3837	6.75			
[illegible]	[illegible]	4113	6.60			
[illegible]	[illegible]	3137	4.00			
[illegible]	[illegible]	4020	16.75			
[illegible]	[illegible]	4043	4.50			
[illegible]	[illegible]	4837	8.11			
[illegible]	[illegible]	4386	42.40			
[illegible]	[illegible]	4555	4.60			
[illegible]	[illegible]	5236	3.75			
[illegible]	[illegible]	7183		60925-		
[illegible]	[illegible]	5828	.60		SEP 4	1,41894*

KEITH B

R

STATEMENT

KEITH BROWN BUILDING SUPPLY

MANUFACTURERS - DISTRIBUTORS
FRONT AND COURT STREETS : : PHONE 9111
SALEM, OREGON

R. E. GREEN
OREGON CITY, OREGON

STATE LAB. JOB

DATE	MEMO	FOLIO	CHARGES	CREDITS	DATE	LAST AMOUNT IN THIS COLUMN IS WHAT YOU OWE
						.00*
BALANCE BROUGHT FORWARD						
MAY 2 8		7192	35			
JUN 2		6293	2700			
JUN 2		6687	27950	2000		
JUN 6		8177				
JUN 1 2		8383	8600			
JUN 1 2		9051	755			
JUN 1 3		8021	10750			
JUN 1 6		9018	4300			
JUN 1 6		7900				
JUN 1 6		9253	15393			
JUN 1 6		9263	10300			
JUN 1 6		9264	1260			
JUN 2 0		9089	9226			
JUN 2 0		9093	3000			
JUN 2 0		9094	6.75			
JUN 2 0		134	2080			
JUN 2 3		9097	10000			
JUN 2 4		9530	1650			
JUN 2 4		9952	10027			
JUN 2 5		9929	6.75			
JUN 2 5		9955	4053			
JUN 2 6		1203	225			
JUN 2 6		96.78	4000			
JUN 2 6		9934	7650			
JUN 2 7		66	1066			
JUN 2 7		451	100			
JUN 2 7		9820	180			
JUN 3 0		1801	6.75			
JUL 1		1131	6.75			
JUL 1		9597	5725			
JUL 1		9829	436			
JUL 3		252	300			
JUL 3		1134	6000			
JUL 7		1875	6.75			
JUL 8		1139	5000			
JUL 8		1986	6.75		JUL 8	1,61411

FORWARD

RECEIVED
OCT 11 1941
FOR FILING

2d-3406

R

October 10, 1941

Mr. L. B. James
423 N. E. Thompson
Portland, Oregon

Dear Sir:

The State Highway Commission, at its meeting on August 15, granted you the extension of time requested, from July 31 to August 31, 1941, without penalty, in connection with contract No. 2405, for construction of a testing laboratory building at the state highway shops in Salem, in Marion County.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

RS

cc - [illegible] Bridge Dept

R

RECEIVED
SEP 27 1941
FOR FILING

24-3406

September 25, 1941

Mr. F. E. Wagner
Attorney at Law
602 Pacific Bldg.
Portland, Oregon

Dear Sir:

This is to acknowledge receipt of and thank you for your letter of September 24 inclosing Power of Attorney given by L. B. James to H. C. Hasterf in connection with state highway contract No. 2405, for the construction of the highway department's laboratory building here in Salem.

I note that consent of surety to the Power of Attorney is attached thereto.

Very truly yours,

HBG:AM

Secretary

NOTED

Filed in contract

F. E. WAGNER
ATTORNEY AT LAW
602 PACIFIC BUILDING
PORTLAND, OREGON

RECEIVED
SEP 25 1941
STATE HIGHWAY COMMISSION

September 24, 1941

State Highway Commission
319 State Office Building
Salem, Oregon

Attention: Mr. H. B. Glaisyer

Re: Contract, L. B. James
Materials Testing Laboratory Bldg.
Salem, Oregon

Gentlemen:

Following my recent telephone conversation with your Mr. Reeves in connection with completion of the above contract, I have obtained consent of surety on Mr. James's bond attached herewith to power of attorney executed by Mr. L. B. James to Mr. H. C. Hastorf, which I am herewith enclosing as per Mr. Reeves' suggestion.

I feel that this will expedite the bringing to completion of the contract above. Thank you again for your kind cooperation being extended to us.

Very truly yours,

F. E. Wagner

FEW:meh
Enclosure

ACKNOWLEDGED
H. B. GLAISYER

24 - 2446

COPY

RECEIVED
SEP 26 1941
FOR FILING

KNOW ALL MEN BY THESE PRESENTS, That I, L. B. James of Portland, Multnomah County, State of Oregon, do hereby appoint H. C. Hastorf of Portland, Multhomah County, State of Oregon, my attorney for me and in my name and stead to endorse any and all drafts, checks or remittances and receive payment therefor on account of any money or monies due me or to become due me by virtue of any and all contracts for construction of buildings or improvements which I may have with any person, firm, corporation or any government or governmental agency, whether municipal, county, state or federal government and to act for me and in my stead in the performance of all such obligations or in the fulfillment of the provisions and conditions of such contracts and to disburse and make payment of any such funds or monies received by virtue of the power herein granted to all persons, firms, corporations or governmental agencies for labor or material furnished on any contract by me undertaken for the performance of such work.

The power of attorney herein granted to the said H. C. Hastorf is more particularly directed to contract for the construction of laboratory materials testing building of this date near completion in Salem, Oregon, the additional wing of the United States Post Office and Court House at Anchorage, Alaska, and contract with United States government, Post Office Department, for alterations to Pioneer Post Office Portland, Oregon, and any and all other similar contracts for the construction, alteration, or repair of any work heretofore undertaken by me.

IT IS HEREBY UNDERSTOOD AND AGREED, That this power of attorney is by me executed pursuant to my agreement with H. C. Hastorf of even date herewith, whereunder and whereby said H. C. Hastorf in consideration of the monies heretofore advanced by him to me and in consideration of the indebtedness due him, the H. C. Hastorf, from me, and in consideration of the obligations and liabilities heretofore undertaken by the said H. C. Hastorf in indemnifying the Glens Falls Indemnity Company on bonds furnished me upon the contracts as above described is to receive any and all monies due and to become due for labor and materials furnished by me as principal on said contracts.

Dated this 4th day of September, 1941.

(Signed) L. B. James (SEAL)

STATE OF OREGON)
) ss.
County of Multnomah)

BE IT REMEMBERED, That on this 4th day of September A. D., 1941 before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named L. B. James who is known to me to be the identical individual described in and who executed the within instrument, and asknowledged to me that he executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Notarial Seal the day and year last above written.

(Signed) F. E. Wagner
Notary Public for Oregon
My Commission Expires: Feb. 23, 1943

(SEAL)

COPY

CONSENT TO EXECUTION OF POWER OF ATTORNEY

The GLENS FALLS INDEMNITY COMPANY, as surety under contract indemnity bonds covering contracts referred to in the foregoing Power of Attorney, does hereby consent to the execution and delivery of said Power of Attorney by the said L. B. James to the said H. C. Hastorf; provided, however, that this consent shall not be construed in any way to waive any rights which the undersigned, as surety on any indemnity bonds, may have against the principal on said bonds, to-wit, L. B. James, or any claim against any indemnitor of the said Glens Falls Indemnity Company, either under said bond or any indemnity agreement in connection with said contracts.

GLENS FALLS INDEMNITY COMPANY

By (Signed) J. Stuart Leavy
Attorney in Fact.

Approved:

GRIFFITH, PECK, PHILLIPS & NELSON

By (Signed) Clarence D. Phillips

R

RECEIVED
SEP 17 1941
FOR FILING

24-3406

September 16, 1941

Mr. F. E. Wagner
Attorney at Law
608 Pacific Building
Portland, Oregon

Dear Sir:

This acknowledges receipt of your letter of the 15th instant enclosing four copies of an assignment given by L. B. James to H. C. Mastorf, Trustee, being an assignment of all moneys due or to become due Mr. James in connection with State Highway Contract No. 2405, for construction of the Materials Testing Laboratory at Salem.

This assignment, which we note bears the consent of the surety, appears to be in proper form, and we shall be pleased to honor it, subject, however, to the prior rights of the State and the prior rights of labor and material men unto the funds and subject to the provisions of Section 100-119, O.C.L.A.

Very truly yours,

Secretary

HBG:RS

cc - Carl Smith:

Attached hereto are three copies of above mentioned assignment for your use. I have retained the original of same, which I am filing in the contract.

H.B.G.

F. E. WAGNER
ATTORNEY AT LAW
602 PACIFIC BUILDING
PORTLAND, OREGON

RECEIVED
SEP 16 1941
OREGON
STATE HIGHWAY COMMISSION

September 15, 1941

State Highway Commission
319 State Office Building
Salem, Oregon

Attention: Mr. H. B. Glaisyer

Re: Contract, L. B. James
Material Testing Laboratory Bldg.
Salem, Oregon

Dear Mr. Glaisyer:

I have your letter of September 12, 1941 enclosing additional forms for assignment of monies due or to become due L. B. James from the State of Oregon to H. C. Hastorf, Trustee.

These I am herewith enclosing together with consent of Surety on Mr. James's bond with the approval of Surety's attorneys endorsed on the back of each.

Thank you for your understanding and considerate attention given me in this matter.

Very truly yours,

F. E. Wagner

FEW:meh
Enclosures: 4

F. E. WAGNER
ATTORNEY AT LAW
602 PACIFIC BUILDING
PORTLAND, OREGON

RECEIVED
15 1941

September 13, 1941

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
State Office Building
Salem, Oregon

Re: L. B. James
Contract No. 2405

Dear Mr. Glaisyer:

I have your two communications of September 12, 1941, one of which encloses new forms of assignment of monies due or to become due under the James contract. I will proceed to have these executed by Mr. James, witnessed and consented to by the surety, the new forms, of course, to replace the previous forms of assignment.

Thank you for your very kind and courteous attention in this matter.

Very truly yours,

F. E. Wagner

NOTED
H. B. GLAISY

FEW:meh

September 12, 1941

Mr. F. E. Wagner
Attorney at Law
602 Pacific Building
Portland, Oregon

Dear Sir:

Supplementing my other letter to you of today in which I acknowledge receipt of the five forms of assignment of moneys due L. V. James from the State of Oregon by virtue of state highway contract No. 2405, wish to say that our attorney, Mr. J. M. Devers, has called my attention to the fact that the assignment form simply covers moneys now due Mr. James from the State of Oregon and the State Highway Commission under said contract and does not reach the moneys that become due after the date of the assignment which is September 6, 1941.

I believe it is Mr. James intention and also your intention that all moneys due or to become due Mr. James under the aforementioned contract be assigned to Mr. Hastorf rather than simply the moneys that were due Mr. James on September 6, 1941.

With that thought in mind I have prepared and am inclosing in this letter new forms and you will note that these have been prepared to cover all moneys now due or to become due Mr. James in connection with this project. If my assumption is correct, will you please have Mr. James sign all copies before witnesses and return four of them to me for further handling. In any event I would like to know just exactly what funds you wish to assign so we can govern our actions here accordingly.

I might add, however, that our estimate-paying date date does not come on the 6th of the month and we have no way of ascertaining exactly how much money was due Mr. James on September 6th so under the terms of the assignment that you presented I don't see how we could approve an assignment of funds after August 15th which is the estimate-paying date in connection with this job.

If the inclosed assignments are executed we will have to have consent of the surety thereto as in the previous instance before they can be honored.

Awaiting your reply, I remain

Very truly yours,

Secretary

HBG:AM

September 12, 1941

Mr. F. E. Wagner
Attorney at Law
602 Pacific Building
Portland, Oregon

Dear Sir:

Supplementing my other letter to you of today in which I acknowledge receipt of the five forms of assignment of moneys due L. V. James from the State of Oregon by virtue of state highway contract No. 2405, wish to say that our attorney, Mr. J. M. Devers, has called my attention to the fact that the assignment form simply covers moneys now due Mr. James from the State of Oregon and the State Highway Commission under said contract and does not reach the moneys that become due after the date of the assignment which is September 6, 1941.

I believe it is Mr. James intention and also your intention that all moneys due or to become due Mr. James under the aforementioned contract be assigned to Mr. Mastorf rather than simply the moneys that were due Mr. James on September 6, 1941.

With that thought in mind I have prepared and am inclosing in this letter new forms and you will note that these have been prepared to cover all moneys now due or to become due Mr. James in connection with this project. If my assumption is correct, will you please have Mr. James sign all copies before witnesses and return four of them to me for further handling. In any event I would like to know just exactly what funds you wish to assign so we can govern our actions here accordingly.

I might add, however, that our estimate-paying date date does not come on the 6th of the month and we have no way of ascertaining exactly how much money was due Mr. James on September 6th so under the terms of the assignment that you presented I don't see how we could approve an assignment of funds after August 15th which is the estimate-paying date in connection with this job.

If the inclosed assignments are executed we will have to have consent of the surety thereto as in the previous instance before they can be honored.

Awaiting your reply, I remain

Very truly yours,

Secretary

HBG:AM

STA OF OREGON—HIGHWAY DEPAR ENT

ASSIGNMENT OF CLAIM

FOR THE CONSIDERATION OF Ten and no/100 Dollars and other valuable consideration ($10.00) Dollars, to me paid, I hereby sell, assign and transfer the within claim for all monies due or to become due me from State of Oregon or State Highway Commission of the State of Oregon under contract No. 2405, Mat. Testing Lab.Bldg., Salem, of 12/2/40 to E. C. Easterf, Trustee and authorize and empower said E. C. Easterf, Trustee to act as agent for me and in my name, place and stead, to verify said claim and to sign, receipt for and receive any warrant which may hereafter be drawn on the Treasurer of the State of Oregon or the various counties within said State of Oregon in payment of said claim, and to indorse said warrant for payment by said Treasurer; provided, however, that nothing herein shall in any manner supersede or defeat the state's prior and superior claim and interest in and to said funds, nor shall this assignment in any manner vest in the assignee any interest in said funds prejudicial to the interest and claims for labor or material.

Witness my hand this .... day of September, 1941

Executed in the presence of us as witnesses:

---

building construction.

These assignments, since they bear the approval of Mr. James's surety, will be honored by the Highway Commission, subject, however, to the prior rights of the State and the prior rights of labor and materialmen in and to the funds, and subject to the provisions of Section 100-119, O. C. L. A.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

JMD:FW

#139

September 12, 1941

Mr. F. E. Wagner,
Attorney at Law,
602 Pacific Building,
Portland, Oregon.

Dear Mr. Wagner:

In behalf of the Highway Commission I acknowledge receipt of your letter of the tenth with which you enclosed five forms of assignment of all moneys due from the State of Oregon to L. B. James by virtue of his contract No. 2405 executed by himself and the State of Oregon covering certain building construction.

These assignments, since they bear the approval of Mr. James's surety, will be honored by the Highway Commission, subject, however, to the prior rights of the State and the prior rights of labor and materialmen in and to the funds, and subject to the provisions of Section 100-119, O. C. L. A.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

JMD:FW

F. E. WAGNER
ATTORNEY AT LAW
602 PACIFIC BUILDING
PORTLAND, OREGON

RECEIVED
SEP 11 1941
STATE HIGHWAY COMMISSION

September 10, 1941

State Highway Commission
319 State Office Building
Salem, Oregon

Attention: Mr. H. B. Glaisyer

Re: Contract, L. B. James with
State Highway Commission,
December 28, 1940,
Materials Testing Laboratory Bldg.
Salem, Oregon

Gentlemen:

Herewith enclosed find five forms of assignment of claim executed by L. B. James to H. C. Hastorf, Trustee, of 735 S. E. Morrison Street Portland, Oregon, assigning the balance of funds due on Mr. James's contract for the construction of Materials Testing Laboratory Building at Salem to Mr. Hastorf as Trustee.

Each of these forms bears the consent of Glens Falls Indemnity Company with the approval of Griffith, Peck, Phillips & Nelson, attorneys for the indemnity company.

This arrangement is undertaken pursuant to my letter to you of September 4, 1941 on which date I personally discussed the matter with your Mr. McFarlane.

Thank you for the kind and courteous attention you are giving me in this matter.

Very truly yours,

F. E. Wagner

FEW:meh
Enclosures

REGISTERED
RETURN RECEIPT REQUESTED

R

Glens Falls
INDEMNITY COMPANY
of Glens Falls, New York.

R. H. GRIFFITH, VICE-PRESIDENT
R. LYNN COLOMB, ASST. MGR.
PACIFIC COAST DEPARTMENT
MILLS TOWER SAN FRANCISCO

Jewett, Barton, Leavy & Kern
Resident Agents
General Insurance
SECOND FLOOR LEWIS BUILDING
Telephone ATwater 4122

Form 26—2M—11-38

ST OF OREGON—HIGHWAY DEPAR ENT

ASSIGNMENT OF CLAIM

FOR THE CONSIDERATION OF Ten and no/100 Dollars and other valuable consideration ($10.00) Dollars, to me paid, I hereby sell, assign and transfer the within claim for all monies due me from State of Oregon or State Highway Commission of the State of Oregon under contract No. 2405, Materials Testing Laboratory Bldg. Salem of 12/28/40. to H. C. Hastorf, Trustee and authorize and empower said H. C. Hastorf, Trustee to act as agent for me and in my name, place and stead, to verify said claim and to sign, receipt for and receive any warrant which may hereafter be drawn on the Treasurer of the State of Oregon or the various counties within said State of Oregon in payment of said claim, and to indorse said warrant for payment by said Treasurer; provided, however, that nothing herein shall in any manner supersede or defeat the state's prior and superior claim and interest in and to said funds, nor shall this assignment in any manner vest in the assignee any interest in said funds prejudicial to the interest and claims for labor or material.

Witness my hand this 6th day of September, 1941.

Executed in the presence of us as witnesses:

Mabel E. Hansen
T. E. Wagner

H. B. James

STATE PRINTING DEPT.

JEWETT, BARTON, LEAVY & KERN

JSL M

By J. Leavy

NOTED
D. C. DeSart

R

Glens Falls
INDEMNITY COMPANY
of Glens Falls, New York.

R. H. GRIFFITH, VICE-PRES
R. LYNN COLOMB, ASST.
PACIFIC COAST DEPARTM
MILLS TOWER SAN FRA

Jewett, Barton, Leavy & Kern
Resident Agents

RECEIVE

24-34

The Glens Falls Indemnity Company, as surety under contract indemnity bond under contract referred to in the assignment herein, does hereby consent to the within assignment of claim; provided, however, that this consent shall not be construed in any way to waive any rights which the said surety, Glens Falls Indemnity Company, may have against the principal on said bond, the assignee or any indemnitor of the said Glens Falls Indemnity Company under either said bond or any indemnity agreement in connection therewith.

GLENS FALLS INDEMNITY COMPANY

By J. Leo Leavy
Attorney in Fact.

Approved:

GRIFFITH, PECK, PHILLIPS & NELSON

By Clarence O. Phillips

S

the

VY & KERN

NOTED
D. C. DeSart

R

Glens Falls
INDEMNITY COMPANY
of Glens Falls, New York.

R. H. GRIFFITH, VICE-PRESIDENT
R. LYNN COLOMB, ASST. MGR.
PACIFIC COAST DEPARTMENT
MILLS TOWER SAN FRANCISCO

RECEIVED
[illegible] 1 [illegible]

24-3406

Jewett, Barton, Leavy & Kern
Resident Agents
General Insurance
SECOND FLOOR LEWIS BUILDING
Telephone ATwater 4122
PORTLAND, OREGON

NOTED
C. B. [illegible]

July 30, 1941.

RECEIVED
JUL [illegible]

State Highway Commission,
Salem, Oregon.

Gentlemen:

, Re: Glens Falls Indemnity Bond
No. 203987 - L. B. James

We enclose request of the principal for extension of time, and consent of surety to same, in connection with Mr. James' contract for the construction of the Materials Testing Laboratory Building, Salem, Oregon.

Yours very truly,

JEWETT, BARTON, LEAVY & KERN

JSL M

By J Leavy

NOTED
D. C. DeSart

Form E-114—5M—2-40

O GON STATE HIGHWAY DEPARTM T

FIELD ENGINEER'S WEEKLY REPORT FOR SURVEYS ONLY

Date May 31, 1941

Week from May 25 to May 31

Job name Testing Laboratory Building

Mail address Salem, Oregon

Highway Shops Area

Telegraph or telephone address Salem, Oregon

County Marion Job Prefix 24-5406

Express and freight address Salem, Oregon.

General information covering progress of work by party and important developments, instructions from Division Engineer, changes in personnel of party, etc.:

The field party staked, cross sectioned and set grades for a sanitary sewer from the new Testing Laboratory Building to the manhole in the city sewer system at Simpson Street. The length of the main sanitary sewer is 1367 feet with 57 feet of lateral sewer. They also cross sectioned and set grades for the storm sewer from the new Testing Laboratory Building to Mill Creek. The length of the storm sewer is 396 feet.

This work was requested by Mr. L. L. Jensen through the Division Office.

NOTED
RAY W

NOTED

RECEIVED
JUN
OFFICE OF
ENGINEER

Signed Swarts

Title Resident Engineer

NOT
VAN SCOY

USE BACK IF ADDITIONAL SPACE IS REQUIRED

Day of Week		WEATHER CONDITIONS A. M.	WEATHER CONDITIONS P. M.
Sunday	25	Clear	Clear
Monday	26	Cloudy	Showers
Tuesday	27	"	Cloudy
Wednesday	28	Rain	Showers
Thursday	29	Cloudy	Cloudy
Friday	30	Clear	Showers
Saturday	31	Fair	Fair

INSTRUCTIONS

This form is required to be submitted by all Locating Resident Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

DO NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed ....

Miles of preliminary staked ....

Miles of location staked ....

Per cent of field work complete ....

Per cent of office work complete ....

Number of days worked on this project 4½

Number of men in party 5

Salary expense this week $ 58.38

All other expenses this week 5.36

Previous total expenditures this survey $ 33.76

Total expenditures including this week 97.50

Survey will be completed about ....

Completed survey will cost about ....

Per mile cost of survey will be about ....

1 1

RECEIVED
APR 16 1941
FOR FILING

24-3406

April 16, 1941

Mr. Robert L. Cramer
423 N. E. Thompson Street
Portland, Oregon

Dear Sir:

We are returning herewith your power of attorney executed by Contractor L. B. Jones. We have made photostatic copies thereof for use in our office.

Thank you very much for allowing us to copy this instrument.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

IGD:mhl

RECEIVED
APR 14 1941
FOR FILING

24-3406

April 12, 1941

Honorable Leslie M. Scott
State Treasurer
CAPITOL

Attention: Rex Davis

Dear Sir:

This is to inform you that there is on file in the office of the State Highway Commission an instrument in which instrument Mr. L. B. James, a general contractor of Portland, Oregon, grants general power of attorney to Mr. Robert L. Cramer, also of Portland, to act for him in connection with his contracting business.

In view of this instrument we believe that Mr. Cramer has proper authority to indorse warrants issued in Mr. James's favor, covering payments in connection with his contract with the State Highway Commission for the construction of a materials testing laboratory building at Salem, contract No. 2405.

Very truly yours,

HBG:AM

Secretary

RECEIVED
MAR 3 1 1941
FOR FILING

24-3406

2405

Testing Lab.

March 29, 1941.

Mr. Webster A. Jones
1409 Public Service Building
Portland, Oregon

Dear Web:

After you left the other day, it occurred to me that you might like to have a photostatic print of our Architect's perspective of the new testing laboratory. I am therefore taking the liberty of sending one along.

Kindest personal regards.

Very cordially yours,

C. B. McCullough
Assistant Chief Engineer

CBM:AP

RECEIVED
FOR

24-3406

Smith Discount Bureau

March 4, 1941

SMITH DISCOUNT BUREAU
Yeon Building
Portland, Oregon

Attention Mr. H. B. Smith, Manager

Gentlemen:

This will acknowledge receipt of your letter of March 3 and advise that Mr. L. B. James has contract No. 2405 with the Highway Commission for constructing our testing laboratory building at the Salem shops.

We understand that Mr. James himself is in Alaska at this time but he has an office man in his office at 423 N. E. Thompson Street, Portland, and also a superintendent on our laboratory building here in Salem.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

DHD:mbl

a

WM. H. B. SMITH, Manager

TELEPHONE ATWATER 7351

Smith Discount Bureau

YEON BUILDING
PORTLAND, OREGON

RECEI

March 3, 1941

State Highway Commission,
Salem, Oregon.

Gentlemen:

We would like to get in touch with Mr. Lloyd B. James whom we understand to be a contractor under contract at present to the State Highway Commission.

Would you be good enough to inform us if this is correct and where he is located at present? We are inclosing a reply envelope for your convenience and thank you for your courtesy in this matter.

Yours very truly,

SMITH DISCOUNTBUREAU

By

Manager

WHBS:LM

RECEIVED
MAR 4 - 1941
OFFICE OF
ENGINEER

FORM E-30 REVISED 20M 8-40

24-3606

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

file

Salem, Oregon
February 3, 1941

Subject: Necessary Locks to be Purchased for New Laboratory Building

To:

Memo to G. S. Paxson

NOTED
Asst. State Highway Engineer

Dear Sir:

After conferring Saturday morning with Mr. C. C. Schneider on the design of the Laboratory Building now under construction in Salem, the following information is necessary for a more complete list and description of the locks required. The following also gives the unit key changes assigned to the various departments of our organization who will occupy the building.

All locks necessary, keyed to the following key changes, can be manufactured only by the P. & F. Corbin Company, New Britain, Connecticut. All locks shall be keyed to the exclusive keyway and the masterkeyed system set up by the P. & F. Corbin Company for the Oregon State Highway Commission. All locks, keyed to the following unit key changes, shall be subject to master key No. 3N-139905, grand master key No. 1853, and great grand master key No. 3N-139785.

A. All locks for all exterior doors, including the door to the roof on the second floor, set to unit one of district No. 11J, key change No. BR-878284.

B. All locks for all doors to the first floor rooms occupied by the Materials Testing Department, including the janitor's service closet and boiler room, all set to unit two of district 11J, key change BR-878286.

C. All locks for all doors to second floor offices, Nos. 30 and 32, occupied by the Division Engineer for Division Two, set to unit three of district 11J, key change BR-878280.

D. All locks for second floor offices occupied by the Traffic Engineering Department, rooms Nos. 33, 34, 35, 36, 37, 40, 41, 42, 45,

FORM E-30 REVISED 25M 9-40

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 3, 1941

Subject: Necessary Locks to be Purchased for New Laboratory Building

To:

Memo to O. S. Paxson

46, and the door between rooms Nos. 43 and 45, set to unit four of district 11J, key change BR-878201.

5. All locks for the second floor offices occupied by the Traffic Engineering Department, file room No. 44, set to unit five of district 11J, key change No. BR-878203.

I understand by the terms of the contract the General Contractor is required to purchase and furnish all locks required which brings to mind the manner in which the Contractor will purchase these locks. If the Contractor does not proceed through the same channels utilized by the Board of Control, there is the possibility that the purchase of locks on a masterkeyed system, set up exclusively for the Oregon State Highway Commission, should be authorized by some officer of our organization.

Another feature to consider is the control accounting of the keys furnished with the above locks. You are aware that it is possible to purchase these locks with or without keys, and the price without keys is less than when the usual three keys are furnished with each cylinder lock.

Very truly yours,

W W Stiffler

W. W. Stiffler
Assistant Maintenance Engineer

WWS/vf

cc C. B. McCullough ✓

RECEIVED
JAN 11 1941
FOR [illegible]

24-3406

January 10, 1941

Glens Falls Indemnity Company
C. A. Tomassene, Agent
Wilcox Bldg.
Portland, Oregon

Gentlemen:

We are sending you today by express a fully executed copy of Contract No. 2405, which was awarded to L. B. James, by the State Highway Commission on December 18, 1940, for the Testing Laboratory Building in Salem, Marion County.

Inasmuch as you appear as surety for the contractor on this job we are sending you this copy for your records and files.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

RS

Secretary

RECEIVED
JAN 11 1941
FOR FILING

24-3406

January 10, 1941

Mr. L. B. James
429 N. E. Thompson Street
Portland, Oregon

Dear Sir:

We are sending you today by express a fully executed copy of Contract No. 2405, which was awarded to you on December 18, 1940, by the State Highway Commission, for the Testing Laboratory Building in Salem, Marion County. This copy is for your records and files.

We are also sending an executed copy to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

RS

Form 30—5M—3-38 [illegible] ✓

O ON STATE HIGHWAY DEPARTM

FIELD ENGINEER'S WEEKLY REPORT
FOR ~~SURVEYS ONLY~~ Contract

✓

Date January 4, 1941

Job name	Testing Laboratory Building	Week from	December 29 to January 4
		Mail address	Salem, Oregon
Highway	Shops Area	Telegraph or telephone address	Salem, Oregon
County	Marion	Express and freight address	Salem, Oregon

Job Prefix ~~24-1430~~ 24-3406 Contract # 2405

General information covering progress of work by party and important developments, instructions from Division Engineer, changes in personnel of party, etc.:

On Monday, December 30th, two members of the field party and I staked out the new Testing Laboratory Building at the State Shops area, as requested by L. L. Jensen, Resident Engineer of the Bridge Department.

On Tuesday, December 31st, the site of the new building was cross sectioned for use in obtaining the excavation removed for the building. These readings were taken at 10 foot intervals both transverse and longitudinally and were plotted on cross section paper in plan and turned over to Mr. Jensen.

RECEIVED
JAN 6 - 1941
DIVISION ENGINEER
DIVISION NO. 2

NOTED
RAY WEBBER

Signed

Title Resident Engineer

USE BACK IF ADDITIONAL SPACE IS REQUIRED

Day of Week		WEATHER CONDITIONS	
		A. M.	P. M.
Sunday	29	Cold, cloudy	Cold, cloudy
Monday	30	Cold wind	Rain
Tuesday	31	Freezing	Clear
Wednesday	1	Cold, cloudy	Cold, cloudy
Thursday	2	Cold wind	" "
Friday	3	Freezing	Light rain
Saturday	4	Wet fog	Cloudy

INSTRUCTIONS

This form is required to be submitted by all Locating Resident Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

DO NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed ....

Miles of preliminary staked ....

Miles of location staked ....

Per cent of field work complete ....

Per cent of office work complete ....

Number of days worked on this project 2

Number of men in party 3

Salary expense this week .... $ 28.71

All other expense this week 5.05

Previous total expenditures this survey 0.00

Total expenditures including this week 33.76

Survey will be completed about ....

Completed survey will cost about ....

Per mile cost of survey will be about ....

10 10 6

RECEIVED
JAN 2 1941

FORM E-30 REVISED 25M 9-40

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 30, 1940

File 24-3406

Subject: Transformer station installations for new Laboratory Building

To: Mr. C. B. McCullough
Asst. Chief Engineer
Office

Dear Sir:

Herewith sketches marked "Plan A" and "Plan B" showing alternate transformer station installations for the new laboratory building.

"Plan A" contemplates overhead wires from the airport road to the location of the transformer station. If we used this scheme, the power company would furnish and install the poles, wires, transformers, bus bar, and, in fact, everything to the secondary side of the transformers. We would have to put in the service switches and the leads from the transformers to the buildings. Our total cost for all the electrical installation not included in the laboratory building contract under this scheme is estimated to be $4,465, of which $2,010 is properly chargeable to the laboratory building and $2,455 is chargeable to the shops set-up on account of the rearrangement of the supply system to the present buildings. The present transformer station is badly overloaded and does not now satisfactorily serve the radio station and other shop buildings.

"Plan B" contemplates underground wiring from the airport road to the transformer station, in which case the power company would ask that we pay for the underground cable. Our total cost under this plan is estimated to be $5,990, of which $2,620 is chargeable to the laboratory and $3,370 to the shops set-up.

The difference in cost between these two schemes is estimated to be $1,525. I would like your advice as to whether or not you think the underground wiring is worth this additional cost.

Yours very truly,

G. S. Paxson

G. S. Paxson
Bridge Engineer

GSP:TH
Att.

PLAN E

RECEIVED
DEC 21 1940
FOR FILING

24-3406

December 21, 1940

Mr. L. R. [illegible]
423 N. E. Thompson St.
Portland, Oregon

Dear Sir:

We are sending to you today, by express, four copies of contract No. 2405 which was awarded to you on December 18, 1940, by the State Highway Commission covering construction of the testing laboratory building in Salem, Marion County.

Will you kindly execute all four copies of this contract as to agreement and bond and return them to this office for approval by the State Highway Commission. When this is done a fully executed copy will be returned to you for your records and files.

Your special attention is called to the paragraph on page 25 relating to the Workmen's Compensation Act. You are expected to accept the terms of this Act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the paragraph on the same page relating to the payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

[illegible]

RECEIVED
DEC 20 1940
FOR FILING

24-3406

December 19, 1940

Mr. L. B. James
423 N. E. Thompson St.
Portland, Oregon

Dear Sir:

The State Highway Commission on December 18, 1940, awarded you the contract for construction of the materials testing laboratory building at Salem, in Marion County. This award was based on your low bid of $88,918.00 submitted on that date.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AM

cc - S. H. Probert
G. S. Paxson

RECEIVED
OCT 22 1940
FOR FILING
24-3406
2405
Laboratory

October 21, 1940

City Council
City Hall
Salem, Oregon

Gentlemen:

The Highway Department proposes to construct a laboratory building on its property just east of the present State Highway shops. We are advised that the City of Salem is now constructing an 8-inch sanitary sewer line which will end at the city boundary where Simpson Street adjoins the State Highway shop property. We are requesting permission to extend this sewer to serve our new laboratory building and also the present sign shop, sewage from which is now unsatisfactorily carried to another city sewer.

Very truly yours,

C. B. McCullough
Assistant Chief Engineer

GSP CM
cc G. S. Paxson

24-3406
2405

Laboratory Bldg.

May 26, 1940

New Laboratory Building

Memorandum in reference to Laboratory Building

1. Location of Building:

The question of whether the building will be located parallel to the adjacent buildings or parallel to the street is to be left open until we have prepared a tentative layout for the master building plan. Mr. Hutchinson is working on this.

2. Elevation: Elevation of the lawn grade will be established at 185.

3. The sewer will be extended westerly to connect with the intercepting sewer at the boiler house on a grade of approximately .5%, and connected with the intercepting sewer by means of a drop inlet or to an existing manhole.

4. The light and power circuits will be brought over through the master meter in the shops by means of a connection to the conduits now serving the sign building; and an independent meter installed for the laboratory.

5. The gas will be brought directly in from the street.

6. The telephone installation will be left open until completion of the building because of the fact that it is not possible at this time to determine the number of instruments needed. Telephone conduits will be installed in the walls of the building.

7. Heating: An alternate estimate will be prepared based on installation of an additional boiler in the present heating plant, and an independent installation in the laboratory.

8. Water: A connection will be made to the nearest main, and a 4" line extended to the hydrant adjacent to the building. From this point the building will be served by service lines.

9. The matter of driveways will be left for the present, and will be part of a later landscaping plan.

C.B.McCullough

CBM:AP

Form E-30—Revised—[illegible]

RECEIVED
MAY 21 1940

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 20, 1940

24:34.6

Subject: Purchase of Land Adjacent to Salem Highway Shops

2405 Salem

To: Mr. C. B. McCullough
Assistant State Highway Engineer

Dear Sir:

We hand you herewith an "Original Authorization for Negotiation", a "Statement of Information", and a right of way description of the triangular-shaped parcel of land to be acquired from the Board of Control and which lies adjacent to the Salem Highway Shops.

Very truly yours,

J. N. Bishop
J. N. Bishop
Maintenance Engineer

IAD/vf
encls.

cc J. W. DeSouza (Your file 7759A)

signed & turned over to Mr Davers 5/20/40 GD

24 8406
2405
New Laboratory

April 1, 1940

Authority to purchase
additional property at
location of Salem Shops

Mr. H. B. Glaisyer

I wish you would present to the Commission, a request for authority to purchase the attached piece of property (marked in red) adjacent to the property which we have just purchased at the Salem Shops for a laboratory site. This parcel contains 3.653 acres, and the total purchase price would be in the neighborhood of $700.

I have discussed this with Mr. Baldock and he agrees that we should secure this in order to protect our present investment, and to furnish a site for a future maintenance shed.

C. B. McCullough

CBM:AP

24-3406
2405-
[illegible]

March 29, 1940

Absorptive form lining

C. S. PAXSON

I am handing you herewith the balance of the material on the use of absorptive lining forms. This looks awfully good and I think we should investigate the possibility of using it on our laboratory building.

C. B. McCullough

24-3406
2405
[illegible]

CROSS REFERENCE SHEET

Name or Subject E. C. Hobbs, State Printer, letter to Governor Charles Sprague **File No.**

Regarding Crowded conditions in State Printing Office and desirability of moving the State Highway Laboratory **Date** 3/28/40

SEE

Name or Subject ADMINISTRATION **File No.**
Oregon-State Depts.
Governor

File cross reference form under name or subject at top of the sheet and by the latest date of papers. Describe matter for identification purposes. The papers, themselves should be filed under name or subject after "SEE."

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March 4, 1940

24-3406

2405

Permanent Building Layout
at Shops

Mr. J. N. Bishop:

What would you think of making a study of a permanent building layout at the shops, and developing a complete master plan with architectural sketches?

My thought is that all of these buildings will have to be renewed with permanent construction sooner or later, and although some of this work is many years in the future, it seems to me that we can avoid costly mistakes by developing and working toward a complete master plan.

C. B. McCullough

Form E-10—Revised—[illegible]

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 10, 1940

34-3406.

2405

Subject: R 7759

FEB 10 1940

To: Mr. C. B. McCullough
Assistant State Highway Engineer
Office

Dear Sir:

Reference is made to the acquisition of an additional parcel of land containing 3.934 acres lying southeasterly of our present maintenance headquarters at Salem.

This matter was presented to the State Board of Control and we now are in receipt of a communication to the effect that the property can be acquired if we will have prepared the necessary description and deed, the consideration to be at the rate of $212.00 per acre.

Mr. Paxson's letter of January thirteenth addressed to you, and which was forwarded to this office, had a blueprint attached but we were not furnished with any legal description of the property to be acquired. In order that we may proceed further it will be necessary that we have the usual form of metes and bounds description, and we would suggest that in the preparation of this description it be tied in with and be consistent with the deed which was executed to the present site by the Board of Control under date of August 14, 1935.

Yours very truly,

J. W. DeSouza
J. W. DeSOUZA
Assistant Attorney

JWD:AW

REFERRED TO Paxson
By Asst. State Highway Engineer

Will you get this description please
McC

NOTED
Asst. State Highway Engineer

Description furnished [illegible]
2/24/40

CONTRACT# [redacted] 2405

307-A-1 Boardman-Umatilla Co. Line 1940
Sec., Old Oregon Trail Hwy.
#2406

R.H. Baldock

307-[illegible]1
2

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R

January 16th, 1942

FINAL COST ANALYSIS

Boardman-Umatilla County Line Section
Contract No. 2406

Old Oregon Trail Highway
Prefix 25-1007

Grading & Topping
Frank Penepacker, Contractor
L. R. Chandler, Resident Engineer

Item	Cost	Quantity	Unit Cost	Unit Bid	Gross Revenue
Clearing & Grubbing	$715.49	100%			$1,500.00
Trench Excav., Unclass.	129.35	146.3 cu. yd.	$0.884	$1.00	146.30
General " "	27,376.27	261,413.0 " "	0.105	0.12	31,369.56
Overhaul	1,591.50	318,299.8 yd. sta.	0.005	0.005	1,591.50
Truck Haul	5,140.86	64,260.7 yd. mi.	0.08	0.08	5,140.86
Finishing Roadbed & Slopes	3,929.82	13.94 Mile	281.91	250.00	3,485.00
12" Concrete Pipe	49.02	69 lin. ft.	0.71	1.00	69.00
18" " "	2,189.43	1,413 " "	1.55	2.00	2,826.00
24" " "	295.58	129 " "	2.29	3.00	387.00
*Selected Roadbed Topping	13,704.82	101,517.2 cu. yd.	0.135	0.15	15,227.58
*Hauling " "	20,381.50	254,768.7 yd. mi.	0.08	0.09	22,929.18
*Filler	392.40	2,180.0 cu. yd.	0.18	0.18	392.40
*Hauling Filler	228.35	2,282.5 yd. mi.	0.10	0.10	228.25
*Sprinkling	2,752.15	1,853.3 M-Gal.	1.485	1.50	2,779.95
Force Account	823.07				1,051.96
	$79,699.61				$89,124.54

Gross Revenue	$89,124.54
Total Cost	79,699.61
Net Profit	$9,424.93

Net Profit Equals 9.46% of Gross Revenue

NOTED
State Highway Engineer

* Work done by Frank Baird.

Boardman-Umatilla County Line Section
Frank Penepacker, Contractor

Detail of Cost

Labor:

Supervision	$3,360.07	
Labor	11,099.74	
State Industrial Accident Insurance	1,127.87	
Social Security & Unemployment Insurance	578.39	
		$16,166.07

Materials:

12" Concrete Pipe	69	lin. ft. at	$0.60	$41.40	
18" " "	1,413	" " "	1.20	1,695.60	
24" " "	129	" " "	1.75	225.75	
					1,962.75

Equipment Rental, Supplies & Miscellaneous:

Equipment Rental	$17,804.00	
Gas, Oil & Grease	3,355.72	
Move In & Cartage	606.50	
Small Tools, Supplies & Miscellaneous	181.60	
Overhead & Home Office - 3%	1,395.46	
Public Liability Insurance	303.14	
Bond	465.15	
		24,111.76

Work Done by Frank Baird:

Selected Roadbed Topping	101,517.2	cu. yd. at	$0.135	$13,704.82	
Hauling Roadbed Topping	254,768.7	yd. mi. "	0.08	20,381.50	
Filler	2,180.0	cu. yd. "	0.18	392.40	
Hauling Filler	2,282.5	yd. mi. "	0.10	228.25	
Sprinkling	1,853.3	M-Gal. "	1.485	2,752.15	
					37,459.12
			Total Cost		$79,699.70

January 16th, 1942

FINAL COST ANALYSIS

Boardman-Umatilla Co. Line Section
Contract No. 2406
Grading & Topping
Frank Penepacker, Contractor
L. R. Chandler, Resident Engineer

Old Oregon Trail Highway
Prefix 25-1007

Item	Cost	Quantity	Unit Cost	Unit Bid	Gross Revenue
Selected Roadbed Topping	$12,019.45	101,517.2 Cu. Yd.	$0.118	$0.135	$13,704.82
Hauling Roadbed Topping	21,111.12	254,768.7 Yd. Mi.	0.083	0.08	20,381.50
Filler	371.45	2,180.0 Cu. Yd.	0.17	0.18	392.40
Hauling Filler	265.15	2,282.5 Yd. Mi.	0.116	0.10	228.25
Sprinkling	1,972.46	1,853.3 M-Gal.	1.064	1.485	2,752.15
	$35,739.63				$37,459.12

Gross Revenue	$37,459.12
Total Cost	35,739.63
Net Profit	$1,719.49

Net Profit Equals 4.6% of Gross Revenue

Boardman-Umatilla Co. Line
Frank Baird, Sub-contractor

Detail of Cost

Labor:		
Supervision	$2,024.80	
Labor	13,198.68	
State Industrial Accident Insurance	913.41	
State Unemployment Insurance	456.70	
Social Security	152.23	
		$16,745.82
Equipment Rental, Supplies & Miscellaneous:		
Equipment Rental (Includes Repairs)	$8,590.87	
Hired Trucks	1,436.13	
Gas, Oil & Grease	7,624.65	
Small Tools, Supplies & Misc.	165.00	
Bond	415.57	
Office & Overhead	761.70	
		18,993.92
Total Cost		$35,739.74

Remarks:

This was a "Regular Federal Aid Project" and consisted of the construction and topping of 13.94 miles of roadway. It was let on December 18th, 1940; the contractor moved on the job January 16th, 1941 and finished June 25th, 1941.

Grading equipment consisted of two 8 cu. yd. Tournapulls, four RD-8 cat tractors, two 12 cu. yd. and one 22 cu. yd. carryalls, one dozer, two #11 patrol graders, one service truck and one pick-up. Material in excavation handled very easily, and a combination of good equipment, good personnel and excellent supervision held the costs of the job to a minimum. A very nice profit was made on all items except finishing. Finishing was slightly high because of excessive blading time and could have been corrected with the same results in finished grade.

Topping, filler and sprinkling were handled by Frank Baird. This part of the contract, while not handled as efficiently as the main contractor handled the excavation, still was moved in very good time and a substantial profit shown.

While bids on this job were very low, the nature of the material moved tended to hold the costs down, and unit costs are lower than most comparable unit costs.

E. H. Clymer
Cost Analyst

By . . C. E. Paulsen

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307-9-1

January 7, 1942

Glens Falls Indemnity Company
Jewett, Barton, Leavy & Kern
Lewis Building
Portland, Oregon

Gentlemen:

You are hereby notified that state highway contract No. 2406 for grading and topping the Boardman-Umatilla County Line Section of the Old Oregon Trail, in Morrow County, has been completed by the contractor, Frank Penepacker, and that final settlement will be made on or after January 17, 1942.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is served upon you since you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information, we wish to advise that the total amount paid the contractor in connection with this contract will be $89,124.54, including final payment, of which $1,051.96 is for force account work. This contract was completed on June 25, 1941, and was accepted by the State Highway Commission on July 24, 1941.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

DD:AM

NOTED
D. DeSart

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NOV 5 1941
FOR FILING

307-a-1

R

November 5, 1941

Glens Falls Indemnity Company
Jewett, Barton, Leavy & Kern
Lewis Building
Portland, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Frank Penepacker on contract No. 2406 covering grading and topping on the Boardman-Umatilla County Line Section of the Old Oregon Trail, in Morrow County. This payment, in the amount of $976.07, will be made on or after November 15. The retained percentage is $2,642.36.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Kindly acknowledge receipt of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

RS

NOTED
D.C. DeSart

Form E-1-3M-4-41

R

OREGON STATE HIGHWAY COMMISSION #30.

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

307-9-1

For Week Ending November 1, 1941.

Section Boardman - Umatilla County Line

Kind of work Grading and Topping.

Highway Old Oregon Trail

Section prefix 25-1007.

Contractor Frank Penepacker

Contract number 2406.

Date of contract December 21, 1940

Date of completion August 31, 1941

Date work started January 16, 1941

Estimated date of completion June 25, 1941

Amount of contract $ 97,365.00

Per cent of time elapsed %

Estimated cost of completed project, exclusive of engineering $ 101,259.60

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date, $ 5842., 100. %

Date project was completed June 25, 1941

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Sent in semi-final estimate Wednesday, October 29, 1941.

NOTED
RAY WEBBER

RECEIVED
NOV 3 - 1941

NOTED
E. M. BOOTH

NOTED
H. G. SMITH

Signed L. R. Chandler

Address Pendleton, Oregon.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAV
Miles in project	13.94	13.94			
Miles partially completed	✓	✓			
Miles completed	✓	✓			
Total estimated quantities	261,549	101,476.3			
Estimated quantities moved or placed to date	261,549	101,476.3			
Average daily quantities					
Average daily quantities necessary to complete project on time	—				
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	T L
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

STATE PRINTING DEPT.

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FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

Stencil No. 3.

IN YOUR REPLY PLEASE
REFER TO FILE NO.________

POST OFFICE BUILDING
PORTLAND, OREGON

307-A-1

July 29, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Final inspection of Oregon SN-FAP 307-A (1), Boardman-Umatilla County Line Section of the Old Oregon Trail ____________, was made by a representative of this office on July 7, 1941. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L. Caufield
L. J. Caufield
Sr. Highway Engineer

Ton

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

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[illegible] 1 - 1941
[illegible]

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

(Stencil #28)

POST OFFICE BUILDING
PORTLAND, OREGON

IN YOUR REPLY PLEASE REFER TO FILE No. Oregon SN-FAP 307-A(1)
The Boardman-Umatilla County
Line Sec.of Old Ore.Trail

April 29, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature and return to this office.

Enclosed is an approved copy of the detail estimate, upon which the agreement was based, together with approved copy of specifications.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Sr. Highway Engineer

Encls.

a

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307-A-1

April 7, 1941

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

We are enclosing herewith seven copies of estimate as basis for project agreement for the Boardman-Umatilla Section, Project No. SN-FAP 307-A (1).

The amount of Government funds requested has been increased to 61% by utilizing a portion of the unprogrammed balance of 1942 Federal Aid funds.

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

Encl.

RECEIVED

Oregon State Highway Department — **Federal Aid Project No. NH-FAP 307-A (1)**

Federal Aid Funds - [illegible]
State Funds - [illegible]

BOARDMAN-UMATILLA COUNTY LINE SECTION

$115,002.25

OF THE BOARDMAN-STANFIELD HIGHWAY IN MORROW COUNTY

State Funds for Construction: (Secs. [illegible], Laws [illegible]; Sec. [illegible], Laws [illegible]) [illegible]

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 8, 1941

Roadway (Contract No. 2406)

All Required		Clearing and Grubbing		$ 1,500.00
200	cu. yds.	Trench Excavation, Unclassified	$ 1.00	200.00
319,000	cu. yds.	General Excavation, Unclassified	.12	38,280.00
340,000	yd. sta.	Overhaul	.005	1,700.00
67,000	yd. mi.	Truck Haul	.08	5,360.00
13.94	miles	Finishing Roadbed and Slopes	250.00	3,485.00
130	lin. ft.	12" Concrete Pipe	1.00	130.00
2,900	lin. ft.	18" Concrete Pipe	2.00	5,800.00
70	lin. ft.	24" Concrete Pipe	3.00	210.00
90	lin. ft.	18" Concrete Siphon Pipe	2.00	180.00
8	cu. yds.	Concrete End Basins	25.00	200.00
105,000	cu. yds.	Selected Roadbed Topping	.15	15,750.00
220,000	yd. mi.	Hauling Roadbed Topping	.09	19,800.00
9,000	cu. yds.	Filler	.18	1,620.00
9,000	yd. mi.	Hauling Filler	.10	900.00
1,500	M-gals.	Sprinkling	1.50	2,250.00
				$ 97,365.00

Minor Structures (Contract No. 2421)

850	cu. yds.	Structural Excavation	$ .45	$ 382.50
210	cu. yds.	Class "A" Concrete	24.00	5,040.00
28,000	lbs.	Metal Reinforcement	.06	1,680.00
2	only	8" Headgates	40.00	80.00
				$ 7,182.50

Subtotal	$104,547.50
10% Engr. & Cont.	10,454.75
Total	$115,002.25

Length	13.935 miles
Cost per mile	$ 8,359.92

Federal Aid Funds- $ 70,160.00
State Funds- 44,842.25

$115,002.25

February [illegible], [illegible]

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

[illegible]
Spokane, Washington

Gentlemen: Attention [illegible]

This will acknowledge receipt of your letter of February 11 and advise that surety bond for Frank Pennewecker's contract No. [illegible], for [illegible] miles of grading and topping on the [illegible] County Line Section of the Old Oregon Trail in [illegible] County, was furnished by Glens Falls Indemnity Company through its local agents, [illegible] Gordon, Leavy & Kern, [illegible] Building, Portland.

This contract, in the amount of $97,365.00, is scheduled for completion on or before August 31, [illegible].

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

[illegible] Secretary

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307-A-1

February 13, 1941

Union Oil Company of California
Chronicle Building
Spokane, Washington

Gentlemen: **Attention T. J. Fahey**

This will acknowledge receipt of your letter of February 11 and advise that surety bond for Frank Pennepacker's contract No. 2406, for 13.94 miles of grading and topping on the Boardman-Umatilla County Line Section of the Old Oregon Trail in Morrow County, was furnished by Glens Falls Indemnity Company through its local agents, Jewett, Barton, Leavy & Kern, Lewis Building, Portland.

This contract, in the amount of $97,365.00, is scheduled for completion on or before August 31, 1941.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

DGD:RS

NOTED
D. G. DeSart

Union Oil Company of California

CHRONICLE BUILDING
SPOKANE, WASHINGTON

RECEIVED
[illegible] 1941

February 11, 1941

Oregon State Highway Commission
Salem
Oregon

Gentlemen:

It is our understanding that Frank Penepacker was the successful bidder on State Highway Job #2406.

As we anticipate supplying petroleum products on this operation, we are interested in having a complete description of the contract, the job number, the amount involved, the name of the bonding company, its agent and his address.

Will you please furnish us with this information? Here is a business reply envelope for your convenience.

Thank you.

Yours very truly,

UNION OIL COMPANY OF CALIFORNIA

District Credit Supervisor

JB
Encl.

FORM 401 SPO

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

January 22, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon Federal Aid Project No. SN-FAP 307-A (1), minor structures on the Boardman-Stanfield Section of the Old Oregon Trail, to A. Milne, Portland, Oregon, who submitted the low bid.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

RECEIVED
JAN 11 1941
FOR FIL

307-A-1

January 10, 1941

Frank Penepacker
400 North Thompson St.
Portland, Oregon

Dear Sir:

We are sending you today by express a fully executed copy of Contract No. 2406, which was awarded to you on December 21, 1940, by the State Highway Commission, for grading and topping on the Boardman-Umatilla County Line Section of the Old Oregon Trail, in Morrow County. This copy is for your records and files.

We are also sending an executed copy to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

RS

Secretary

RECEIVED
JAN 11 1941
FOR FILING

207-A-1

January 10, 1941

Glens Falls Indemnity Co.
Jewett, Barton, Leavy & Kern
Lewis Building
Portland, Oregon.

Gentlemen:

We are sending you today by express a fully executed copy of Contract No. 2406, which was awarded to Frank Penepacker, by the State Highway Commission on December 21, 1940, covering grading and topping on the Boardman-Umatilla Line Section of the Old Oregon Trail in Morrow County.

Inasmuch as you appear as surety for the contractor on this contract we are sending you this copy for your records and files.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By:

RS

Secretary

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

January 7, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Supplemental P.S. & E. documents for Oregon Federal Aid Project SN-FAP 307-A (1), the Boardman-Umatilla County Line Section of the Old Oregon Trail, have today been recommended for approval, subject to final review and approval by the Commissioner of Public Roads. This is your authority for advertising.

Concurrence in award of contract will be withheld pending securing of the necessary right of way.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

January 3, 1941

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

We are enclosing herewith seven copies of estimate, three copies of right of way statement and five copies of Form PR 46, showing material requirements for the Boardman-Umatilla Co. Line Section, Minor Structures, Project No. FA 307-A (1).

Five bid proposals and five blueprint copies of plan sheets numbers 2 and 7 are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dist. by J. W. Nash/MR

Encl.

January 3, 1941

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

We are enclosing herewith seven copies of estimate, three copies of right of way statement and five copies of Form PR 46, showing material requirements for the Boardman-Umatilla Co. Line Section, Minor Structures, Project No. FA 307-A (1).

Five bid proposals and five blueprint copies of plan sheets numbers 2 and 7 are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dist. by J. W. Nash/ER

Encl.

Oregon State Highway Department   Federal Aid Project No. 307-A (1)

BOARDMAN-UMATILLA COUNTY LINE SECTION OF THE OLD OREGON TRAIL HIGHWAY IN MORROW COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, January 3, 1941

Roadway (Contract No. 2406)

All Required		Clearing and Grubbing		$ 1,500.00
200	cu. yds.	Trench Excavation, Unclassified	$ 1.00	200.00
319,000	cu. yds.	General Excavation, Unclassified	.12	38,280.00
340,000	yd. sta.	Overhaul	.005	1,700.00
67,000	yd. mi.	Truck Haul	.08	5,360.00
13.94	miles	Finishing Roadbed and Slopes	250.00	3,485.00
130	lin. ft.	12" Concrete Pipe	1.00	130.00
2,900	lin. ft.	18" Concrete Pipe	2.00	5,800.00
70	lin. ft.	24" Concrete Pipe	3.00	210.00
90	lin. ft.	18" Concrete Siphon Pipe	2.00	180.00
8	cu. yds.	Concrete End Basins	25.00	200.00
105,000	cu. yds.	Selected Roadbed Topping	.15	15,750.00
220,000	yd. mi.	Hauling Roadbed Topping	.09	19,800.00
9,000	cu. yds.	Filler	.18	1,620.00
9,000	yd. mi.	Hauling Filler	.10	900.00
1,500	M-gal.	Sprinkling	1.50	2,250.00
				$ 97,365.00

Minor Structures (Estimated Prices)

850	cu. yds.	Structural Excavation	$ 2.00	$ 1,700.00
210	cu. yds.	Class "A" Concrete	25.00	5,250.00
28,000	lbs.	Metal Reinforcement	.055	1,540.00
2	only	8" Headgates	25.00	50.00
				$ 8,540.00

Subtotal	$105,905.00
10% Engr. & Cont.	10,590.50
Total	$116,495.50

Length	13.935 miles
Cost per mile	$ 8,359.92

Federal Aid Funds-	$ 54,613.00
State Funds-	60,882.50
	$116,495.50

Oregon State Highway Department **Federal Aid Project No. 307-A (1)**

BOARDMAN-UMATILLA COUNTY LINE SECTION

OF THE OLD OREGON TRAIL HIGHWAY IN MORROW COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, December 3, 1940

All Required		Clearing and Grubbing		$ 2,000.00
200	cu. yds.	Trench Excavation, Unclassified	$ 1.00	200.00
319,000	cu. yds.	General Excavation, Unclassified	.15	47,850.00
340,000	yd. sta.	Overhaul	.008	2,720.00
67,000	yd. mi.	Truck Haul	.11	7,370.00
13.94	miles	Finishing Roadbed and Slopes	250.00	3,485.00
130	lin. ft.	12" Concrete Pipe	1.00	130.00
2,900	lin. ft.	18" Concrete Pipe	2.00	5,800.00
70	lin. ft.	24" Concrete Pipe	3.00	210.00
90	lin. ft.	18" Concrete Siphon Pipe	2.20	198.00
8	cu. yds.	Concrete End Basins	25.00	200.00
105,000	cu. yds.	Selected Roadbed Topping	.24	25,200.00
220,000	yd. mi.	Hauling Roadbed Topping	.09	19,800.00
9,000	cu. yds.	Filler	.30	2,700.00
9,000	yd. mi.	Hauling Filler	.10	900.00
1,500	M-gal.	Sprinkling	1.50	2,250.00
			Subtotal	$121,013.00
			10% Engr. & Cont.	12,101.30
			Total	$133,114.30

Length	13.935 miles
Cost per mile	$ 9,552.51

Federal Aid Funds- -	$ 81,200.00
State Funds- -	51,914.30
	$133,114.30

PR 46

Roadway (Boardman-Umatilla Co. Line, Minor Structures)

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

Sheet 1 of 1 Sheets

Estimate of Materials Required for Roadway
(To Accompany P.S. & E.)

Starting Date (Est.) Feb. 10, 1941 State Oregon

Completion Date (Est.) May 15, 1941 Project No. FA 307-A (1)

Estimated Total Cost Roadway $ 9,394.00 Length: Miles 0.0

Code	Material Item	Unit	Quantity	Code	Material Item	Unit	Quantity
1	Cement	Bbl.	315	6	Metal culvert pipe	Lb.	
2	Aggregates	Cy.	315	7	Reinforcing steel	Lb.	28,000
3	Bituminous mat.	Gal.		8	Structural steel	Lb.	
4	Lumber	M.	20	10	Explosives	Lb.	
5	Timber piling	Lft.					

BOARDMAN-UMATILLA COUNTY LINE SECTION, MINOR STRUCTURES

PROJECT NO. FA 307-A (1)

While negotiations for right of way are underway, one parcel has not been secured, nor has the right to occupy and use this parcel been secured, but it is now believed that all necessary right of way can be made fully available within seventeen days.

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

January 3, 1941

RECEIVED
DEC 23 1940
FOR FILING

3-7-A-1

December 23, 1940

Mr. Frank Pennepacker
400 N. Thompson St.
Portland, Oregon

Dear Sir:

We are sending you today by express four copies of contract No. 2406 which was awarded to you by the State Highway Commission on December 21, 1940, covering grading and topping on the Boardman-Umatilla County Line Section of the Old Oregon Trail in Morrow County.

Kindly execute all four copies of this contract as to agreement and bond and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 6, page 15, of the printed General Provisions, relating to the Workmen's Compensation Act. You are expected to accept the terms of this act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the paragraph on the same page, relating to payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

RS

Secretary

NOTED
D. G. DeSart

RECEIVED
DEC 23 1940
FOR FILING

307-A-1

STANDARD TIME INDICATED
RECEIVED AT
STATE STREET
PHONE 6060
SALEM - OREGON

TELEPHONE YOUR TELEGRAMS
TO POSTAL TELEGRAPH

Form 16

Postal Telegraph

(19).

All America Cables
Commercial Cables
Canadian Pacific Telegraphs

THIS IS A FULL RATE TELEGRAM, CABLEGRAM OR RADIOGRAM UNLESS OTHERWISE INDICATED BY SYMBOL IN THE PREAMBLE OR IN THE ADDRESS OF THE MESSAGE. SYMBOLS DESIGNATING SERVICE SELECTED ARE OUTLINED IN THE COMPANY'S TARIFFS ON HAND AT EACH OFFICE AND ON FILE WITH REGULATORY AUTHORITIES.

R25 23/22 GOVT=NX PORTLAND ORE 21 1105A

R H BALDOCK, STATE HIGHWAY ENGINEER=
SALEM ORE=

1940 DEC 21 AM 11 22

REURTEL WE HEREBY CONCUR TODAY IN AWARD CONTRACT OREGON FAP 307-A(1) BOARDMAN UMATILLA COUNTY LINE TO FRANK PENEPACKER, LOW BIDDER=

LYNCH.

REURTEL FAP 307-A(1).

RECEIVED
[illegible]
FOR FILING

307-A-1

December 21, 1940

Mr. Frank [illegible]
400 North Thompson
Portland, Oregon

Dear Sir:

Confirming my telegram to you of this date, the State Highway Commission has today awarded to you the contract for 11.94 miles grading and topping on the Boardman-Umatilla County Line Section of the Old Oregon Trail, in Morrow County. This award was based on your low bid of $97,344.00 submitted on December 18, 1940.

Contract forms will be sent to you for completion within the next few days.

Very truly yours,

STATE HIGHWAY COMMISSION

By

WC:AH Secretary

cc - R. H. [illegible]
C. E. [illegible]
P. [illegible]
D. Applegate
A. Lindbeck
W. [illegible]

[illegible] confirmed

M

DOMESTIC		CABLE	
TELEGRAM	X	ORDINARY	
DAY LETTER		URGENT RATE	
SERIAL		DEFERRED	
NIGHT LETTER		NIGHT LETTER	
SPECIAL SERVICE		SHIP RADIOGRAM	

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

COPY OF WESTERN UNION TELEGRAM

SALEM OREGON DECEMBER 21 1940

FRANK PENEPACKER
400 NORTH THOMPSON
PORTLAND OREGON

STATE HIGHWAY COMMISSION AWARDED YOU TODAY CONTRACT FOR GRADING AND TOPPING BOARDMAN-UMATILLA COUNTY LINE SECTION OF OLD OREGON TRAIL BASED ON LOW BID SUBMITTED DECEMBER 18 1940. CONTRACT FORMS FOLLOW SHORTLY

H B GLAISYER SECRETARY
STATE HIGHWAY COMMISSION

File

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

December 3, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S. & E. documents for Oregon Federal Aid Project No. 307-A (1), the Boardman-Umatilla County Line Section of the Old Oregon Trail, have today been recommended for approval, subject to final review and approval by the Commissioner of Public Roads. This is your authority for advertising.

Concurrence in award will be withheld pending approval of the project statement and until the right of way has been secured.

The amount of Federal Aid funds has necessarily been reduced to $54,613.00 to avoid overrunning the available funds.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

November 30, 1940

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

We are enclosing herewith seven copies of estimate and three copies of right of way statement for the Boardman-Umatilla County Line Section, Project No. FA 307-A (1).

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dist. by J. W. Nash/ER

Encl.

Oregon State Highway Department Federal Aid Project No. 307-A (1)

BOARDMAN-UMATILLA COUNTY LINE SECTION
OF THE OLD OREGON TRAIL HIGHWAY IN MORROW COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, November 30, 1940

All Required		Clearing and Grubbing		$ 2,000.00
1,200	cu. yds.	Trench Excavation, Unclassified	$ 1.00	1,200.00
319,000	cu. yds.	General Excavation, Unclassified	.15	47,850.00
340,000	yd. sta.	Overhaul	.008	2,720.00
67,000	yd. mi.	Truck Haul	.11	7,370.00
13.94	miles	Finishing Roadbed and Slopes	250.00	3,485.00
130	lin. ft.	12" Concrete Pipe	1.00	130.00
2,900	lin. ft.	18" Concrete Pipe	2.00	5,800.00
70	lin. ft.	24" Concrete Pipe	3.00	210.00
90	lin. ft.	18" Concrete Siphon Pipe	2.20	198.00
8	cu. yds.	Concrete End Basins	25.00	200.00
208	cu. yds.	Class "A" Concrete	25.00	5,200.00
44,000	lbs.	Metal Reinforcement	.07	3,080.00
105,000	cu. yds.	Selected Roadbed Topping	.24	25,200.00
220,000	yd. mi.	Hauling Roadbed Topping	.09	19,800.00
9,000	cu. yds.	Filler	.30	2,700.00
9,000	yd. mi.	Hauling Filler	.10	900.00
1,500	M-gal.	Sprinkling	1.50	2,250.00
			Subtotal	$130,293.00
			10% Engr. & Cont.	13,029.30
			Total	$143,322.30

Length	13.935 miles
Cost per mile	$ 10,285.05

Federal Aid Funds- -	$ 87,410.00
State Funds- -	55,912.30
	$143,322.30

BOARDMAN-UMATILLA COUNTY LINE SECTION

PROJECT NO. FA 307-A (1)

While negotiations for right of way are under way, eighteen parcels have not been acquired, nor has the right to occupy and use these parcels been secured, but it is now believed that all necessary right of way can be made fully available within sixteen days.

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

November 30, 1940

FORM 2-102X 5M 6-40

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN
PORTLAND
HURON W. CLOUGH, MEMBER
CANYONVILLE
HERMAN OLIVER, MEMBER
JOHN DAY

R. H. BALDOCK, CHIEF ENGINEER
C. B. McCULLOUGH, ASS'T CHIEF ENGINEER
J. M. DEVERS, CHIEF COUNSEL
H. B. GLAISYER, SECRETARY

OREGON
STATE HIGHWAY COMMISSION

SALEM

RECEIVED
FOR FIL

307-A-1

November 1, 1940

IN REPLY PLEASE REFER TO FILE NO.

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

File

Dear Sir:

Anticipating that the change in the location of the Boardman-Stanfield Section of Federal Aid Road No. 1, which was requested in our letter of August 16, will be approved within the next few days, we request that there be added to our 1941 Program of Regular Federal Aid Projects a grading project, fourteen miles in length, covering the portion of the revised location which is between Boardman and the west boundary line of Umatilla County.

The program description for the proposed project is as follows:

County- - - - - - - - - - - Morrow
F. A. Project No. - - - - 307-A (1)
F. A. Route No. - - - - - - 1
Termini - - - - - - - - - - Boardman to County Line between Morrow and Umatilla Counties
Estimated Cost- - - - - - $135,000
Federal Funds Requested - $25,000
Kind of Work- - - - - - - - Grading and rock topping
Length- - - - - - - - - - - 13.96 miles
Name of Section - - - - - Boardman-Umatilla County Line Section.

We would like to include this project with the group of projects for which bids are to be received on December 17.

Very truly yours,

R. H. Baldock
Chief Engineer

CONTRACT # [redacted] 2407

FLH 3-A-2 Owyhee River-McDermitt Sec. 1940
I.O.N. Hwy.
#2407

H. Baldock

RECEIVED
APR 9 1942
FOR FILING

March 30th, 1942

FINAL COST ANALYSIS
Surfacing & Oiling
Norris Bros., Contractors
L. H. Warfield, Resident Engineer

Owyhee River-McDermitt Section
Contract No. 2407

FLH 5-A-2

I.O.N. Highway
Prefix 123-1026

Item	Cost	Quantity	Unit Cost	Unit Bid	Gross Revenue
*3/4"-0 Screened Gravel in Base	$25,123.94	38,541.87 Tons	$0.65	$0.56	$21,583.45
*3/4"-0 Screened Gravel in Binder Course	9,791.93	9,795.51 "	1.00	0.99	9,697.55
Sprinkling	1,385.90	778.2 M-Gal.	1.78	1.00	778.20
Preparation of Base	3,654.79	68.36 Mile	54.36	175.00	11,963.00
*Furn. & Plac. Aggregates	20,761.56	14,167.68 Tons	1.47	1.80	25,501.82
" " " RC-4 Asphalt	23,817.07	1,200.12 "	19.85	21.00	25,202.52
" " " SC-6 "	19,727.92	1,001.71 "	19.69	20.00	20,034.20
*3/4"-½" Cr. Gravel in S.P.	7,315.40	6,259.6 Cu. Yd.	1.17	1.22	7,636.71
*½"-¼" " " " "	6,106.87	5,224.4 " "	1.17	1.22	6,373.77
*¼"-0 " " " "	3,272.27	2,800.0 " "	1.17	1.22	3,416.00
Clearing & Grubbing of S.P. Sites	51.22	100%		250.00	250.00
Leveling of S.P. Sites	119.08	100%		250.00	250.00
*S.P. ¼"-0 Screen Rejects in S.P.	1,084.93	4,339.7 Cu. Yd.	0.25	0.25	1,084.93
S.P. Haul Adjustment, Favor of State		- 485.9 Yd. Mi.		0.07	- 34.01
PA #1, Selected Pit Run Gravel Topping	1,263.94	4,965 Cu. Yd.	0.255	0.25	1,241.25
" ", Hauling Pit Run Gravel Topping	1,579.62	15,710 Yd. Mi.	0.10	0.10	1,571.00
PA #2, Purchase of SC-6 Asphalt in Bbls. at Job	539.21	27.8 Tons	19.40	19.89	552.94
" ", Purchase of SC-6 Asphalt in Bbls. at Burns	224.76	11.52 "	19.51	22.90	263.81
Camp & Cookhouse	3,908.55	2,035 Man Days	1.92	1.20	2,441.51
	$129,728.96				$139,808.65

NOTED
State Highway Engineer

Owyhee River-McDermitt Final Cost Analysis.

* Work done in part by Rogers Construction Co.

Gross Revenue	$139,808.65
Total Cost	129,728.96
Net Profit	$10,079.69

Net Profit Equals 7.2% of Gross Revenue

Owyhee River-McDermitt

Detail of Cost

Labor:

Supervision	$1,481.53	
Labor	20,995.79	
State Industrial Accident Insurance	1,745.43	
Unemployment Comp. & Social Security Ins.	895.09	
		$25,117.84

Materials:

RC-4 Asphalt	1,200.12 Tons at $5.50	$6,600.66	
SC-6 "	1,041.03 " " 5.50	5,725.67	
Freight on Asphalt	2,241.15 " " 7.50	16,813.97	
			29,140.30

Equipment Rental, Supplies & Misc.:

Equipment Rental (Incl. Repairs)	$11,492.42	
Rented Equipment (Incl. Gas, Oil & Grease)	14,339.18	
Small Tools & Misc. Supplies	774.80	
Gas, Oil & Grease	5,050.44	
Freight	430.39	
P.U.C.	157.47	
Camp Foods	2,117.95	
Misc. Camp Supplies	178.47	
P.L. & P.D. Insurance	166.90	
Home Office & Overhead	4,121.00	
Bond	1,090.52	
		39,919.54

Work Done by Rogers Construction Co.:

3/4"-0 Screened Gravel in Base	38,541.87 Tons at $0.28	$10,791.72	
3/4"-0 Screened Gravel in Binder	9,795.51 " " 0.28	2,742.74	
Mineral Aggregate	14,167.68 " " 0.75	10,625.76	
Cr. Gravel for S.P.	14,284.0 Cu. Yd. at $0.90	12,855.14	
Screen Rejects	4,339.7 " " " 0.17	737.75	
			37,753.11
	Total Cost		$131,930.79

Rogers Construction Co., Subs

Final Cost Analysis

Item	Cost	Quantity	Unit Cost	Unit Bid	Gross Revenue
3/4"-0 Screened Gravel in Base	$9,865.72	38,541.87 Tons	$0.256	$0.28	$10,791.72
3/4"-0 " " " Binder	2,507.65	9,795.51 "	0.256	0.28	2,742.74
Aggregates	9,293.57	14,167.68 "	0.656	0.75	10,625.76
3/4"-½" Cr. Gravel in Stockpile	5,132.87	6,259.6 Cu. Yd.	0.82	0.90	5,633.18
½"-¼" " " " "	4,284.01	5,224.4 " "	0.82	0.90	4,701.96
¼"-0 " " " "	2,296.00	2,800.0 " "	0.82	0.90	2,520.00
Screen Rejects	737.75	4,339.7 " "	0.17	0.17	737.75
	$34,117.57				$37,753.11

Gross Revenue	$37,753.11
Total Cost	34,117.57
Net Profit	$3,635.54

Net Profit Equals 9.63% of Gross Revenue

Detail of Cost
Rogers Construction Co., Subs
Owyhee River-McDermitt

Labor:		
Supervision	$1,091.50	
Labor	9,035.72	
State Industrial Accident Insurance	455.72	
Unemployment Ins. & Social Security	405.09	
		$10,988.03
Equipment Rental, Supplies & Misc.:		
Equipment Rental (Includes Repairs)	$12,370.00	
Rented Equipment	4,366.96	
Gas, Oil & Grease	3,374.25	
Lumber	350.29	
Freight	112.92	
Small Tools & Misc. Supplies	907.24	
Cable	375.40	
Bond	283.15	
Home Office & General Overhead	989.33	
		23,129.54
Total Cost		$34,117.57

Analysis of Crushing Costs
Work Done by Rogers Construction Co.

Move In & Set Up	$3,941.12
Strip Pit	1,861.08
Load & Haul to Crusher	7,375.78
Crush	20,939.59

In computing the unit costs of screened gravel and crushed gravel the following method was used:

For crushing the following equipment was used: 1 mechanical feeder, 2 jaw crushers, 1 scalper screen, 1 triple-deck vibrator screen, 2 diesel power plants, 1 light plant, 1 pickup, 1 D-7 cat and carryall and 1 truck. For screened gravel only the following equipment would have been needed: 1 mechanical feeder, 1 scalper screen, 1 power plant, 1 light plant, 1 pickup, 1 D-7 cat and carryall and 1 truck. The equipment rental rates between the equipment used and the equipment needed for screening only show that the total amount charged against rental should be charged at the rate of 25% against screened gravel and 75% against crushed gravel.

In move in and set up the amount chargeable against screened gravel is 40% and against gravel is 60%.

Stripping and load and haul to crusher is in direct ratio to the amount of material produced. Chargeable costs are as follows:

	Total	Screened Gravel	Crushed Gravel
Move In & Set Up	$3,941.12	$1,576.45	$2,364.67
Stripping Pits and Load and Haul	9,236.86	5,556.06	3,680.80
Crushing	20,939.59	5,234.90	15,704.69
	$34,117.57	$12,367.41	$21,750.16

Analysis of Crushing Costs

Screened Gravel

	Cost	Quantity	Unit Cost per Ton
Move In and Set Up	$1,576.45	48,337.38 Tons	$0.033
Strip Pit, Load & Haul	5,556.06	" "	0.115
Crushing	5,234.90	" "	0.108
			$0.256

Crushed Gravel

	Cost	Quantity	Unit Cost per Ton
Move In and Set Up	$2,364.67	32,022.62 Tons	$0.074
Strip Pit, Load and Haul	3,680.80	" "	0.115
Crushing	15,704.69	" "	0.490
Screen Rejects 4,339.7 cu. yd. = 5,425 tons at $0.136 =	- 737.80		- 0.023
			$0.656 or $0.82 per cu. yd.

Owyhee River - McDermitt

Remarks:

This was a combination "Federal Lands Highway Project" and "State Project". It was bid December 17th, 1940. The contractor moved on the job February 16th, 1941 and completed it July 5th, 1941. All street work, hauling of materials and oiling work was done by Russ Olsen and all crushing by Rogers Construction Co.

Rogers started setting up on February 16th on the first set-up at M.P. 112.37 and finished crushing on fourth set-up June 25th. Very good progress was made considering the fact that the job necessitated four moves and set-ups and a small crew handled all the work.

Crushing equipment consisted of one feeder, one jaw crusher, one cone crusher, one scalper screen, one triple-deck vibratory screen, two diesel power plants and belts and other miscellaneous small parts. A D-7 cat and 8 cu. yd. carryall was used for conveying material to the crusher. One flatbed truck was used for roustabout truck and for moving.

Both crushed rock and 3/4"-0 screened gravel were produced at the same time, a 3/4-inch screen being used as a scalper and all the material passing being conveyed directly to the bunker. The material encountered in the first three pits used was uniformly small and handled easily, but some difficulty was encountered on the last pit, as material was large, and the main crusher too small to handle the oversize. High production and low operating cost showed a fair profit for the crushing, considering the fact that prices were slightly low.

Russ Olsen moved in February 16th, and began preparing for base rock. Very good equipment and labor and an unusual amount of rainfall made preparation considerably less costly than is usual for a road of this type. Oil rock aggregate also showed a good profit, but oil prices were bid too low, considering the amount of haul necessary to show much profit even though good progress was made. The oil was heated by steam at Winnemucca, Nevada and transported with two 3,500-gal. tenders to McDermitt. There it was stored in a 20,000-gal. tank and retorted as needed for the job. This insured a constant supply of oil on the job as needed and was a large factor in low costs of the oiling.

A large, well-balanced set-up of oiling equipment, mostly new, excellent supervision and experienced labor tended to keep costs low and allowed the job to show a fair profit.

E. H. Clymer
Cost Analyst

By . . C. E. Paulsen

R

RECEIVED
OCT - 1 1941
FOR FILING

FLH 3-A-2

September 23, 1941

United Pacific Insurance Company
Jo Stroyan, Agent
Board of Trade Building
Portland, Oregon

Gentlemen:

You are hereby notified that state highway contract No. 2407, for surfacing and oiling on the Owyhee River-McDermitt Section of the I.O.N. Highway, in Malheur County, has been completed by the contractors, Morris Brothers, and that final settlement will be made on or after October 3, 1941.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is served upon you since you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractor in connection with this contract will be $137,367.14, including final payment, and that no force account work was performed therein. This contract was completed July 5, 1941, and accepted by the Commission on July 24, 1941.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

[illegible]

REFERRED TO
BY SECRETARY

NOTED
D. DeGart

2407

RECEIVED

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UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

RECEIVED
AUG - 9 1941
STATE HIGHWAY COMMISSION

Stencil No. 8.

POST OFFICE BUILDING
PORTLAND, OREGON

IN YOUR REPLY PLEASE
REFER TO FILE No.

FLH 3-C-2

August 7, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Final inspection of Oregon SN-FLH 3-C (2), Blue Mt. Pass Section of the I.O.N. Highway ______, was made by a representative of this office on July 9, 1941, subject to submission of Form PR 47.
Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Sr. Highway Engineer

Lon

2407 RECEIVED

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RECEIVED
AUG 9 1941
OREGON
STATE HIGHWAY COMMISSION

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

Stencil No. 8.

IN YOUR REPLY PLEASE
REFER TO FILE No. FLH 3-B-2

August 7, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Final inspection of Oregon SN-FLH 3-B (2), Blue Mt. Pass-Jackson Creek Section of the I.O.N. Highway ______, was made by a representative of this office on July 9, 1941, subject to submission of Form PR 47.
Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By LJCaufield
L. J. Caufield
Sr. Highway Engineer

Jun

2407

RECEIVED
AUG 11 1941
FOR FILING

RECEIVED
AUG - 9 1941
OREGON
STATE HIGHWAY COMMISSION

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

Stencil No. 3.

IN YOUR REPLY PLEASE
REFER TO FILE NO. FLH 3-F-2

August 7, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Final inspection of Oregon SN-FLH 3-F (2), Tudor Ranch-Blue Mt. Pass Section of the I.O.N. Highway, was made by a representative of this office on July 9, 1941, subject to submission of Form PR 47.

Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Sr. Highway Engineer

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UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

RECEIVED
AUG - 9 1941
OREG.
STATE HIGHWAY COMMISSION

Stencil No. 8.

IN YOUR REPLY PLEASE
REFER TO FILE No.

FLH 3-G-2

August 7, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Final inspection of Oregon SN-FLH 3-G (2), Owyhee River-Tudor Ranch Section of the I.O.N. Highway, was made by a representative of this office on July 9, 1941, subject to submission of Form PR 47.
Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Sr. Highway Engineer

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STATE HIGHWAY COMMISSION

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UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1
POST OFFICE BUILDING
PORTLAND, OREGON

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

Stencil No. 8.

IN YOUR REPLY PLEASE
REFER TO FILE No. FLH 3-A-2

August 7, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Final inspection of Oregon SN-FLH 3-A (2), Jackson Creek-McDermitt Section of the I.O.N. Highway ________________, was made by a representative of this office on July 9, 1941, subject to submission of Form PR 47.
Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Sr. Highway Engineer

Jcm

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Stencil No. 124

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

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Oregon SN-FLH 3-A (2)
Jackson Creek-McDermitt Sec.
I.O.N. Highway

FLH 3-A-2

July 24, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the ______________ project agreement and certificate for the above-numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. Caufield
L. J. Caufield
Sr. Highway Engineer

Encl.

Iron

WA4Pr 11208

Form P. R. 2

State Oregon

Project No. NH-PLH 3-A(2)

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 13th day of June, 1941

by and between The Oregon State Highway Commission, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Federal Works Administrator, hereinafter called the Administrator, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; including particularly the amendatory Act of June 24, 1930 (46 Stat. 805);

Whereas the Highway Department of said State submitted on the 22d day of October, 1938, a project statement, which was approved on the 1st day of December, 1938, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated for the administration of the Federal Highway Act, has furnished surveys, plans, specifications, and estimates for Section A(2) of said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 24 day of December 1940; and

Whereas the Administrator has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of twenty-two thousand, sixty and no/100 dollars ($22,060.00) as the share of the United States payable under said act on account of Section A(2) of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Administrator do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(a) By the State: Chap. 175, Laws 1917; Chap. 51, Laws 1933; Chap. 329, Laws 1939. (Include date and citation of act of legislature by which authorized)

(b) From other sources from funds made available under authorizations pursuant to the provisions of the Act approved June 24, 1938 (46 Stat. 805).

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 26+52 at the south boundary of Sec. 18, T. 41 S., R. 43 E., W. M., and survey station 897+00 in the SE 1/4 of Sec. 27, T. 38 S., R. 42 E., W. M., the south end of Section B(2) of said project (excepting therefrom that portion between survey stations 197+88 and 216+88), length 16.126 miles, in Malheur County, being Section A(2) of Oregon project No. ER-FLH 3, consisting of 16.126 miles of roadway and no bridges of more than 20 feet clear span.

16—11379 GPO

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CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Administrator or his agents, and in accordance with the laws of said State, the rules and regulations of the Administrator, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Administrator or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Administrator, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section A(2) of said project shall not in any event exceed the sum of twenty-two thousand, sixty and no/100 dollars ($22,060.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of thirty thousand, eight hundred fifty and 76/100 dollars ($30,850.76), the approved total estimated cost of Section A(2) of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Administrator shall from time to time draw warrants on the Secretary of the Treasury for the payment to The State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Administrator after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

The Administrator reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 329, Laws 1939. (Include reference to statute authorizing funds and probable amount annually available)

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JUL 21 1941

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Administrator on the ____ day of JUN 30 1941, 19__

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell
Chairman, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By Herman Oliver
Member, State Highway Commission
(Title of officer)

By ____
(Title of officer)

By ____
(Title of officer)

FEDERAL WORKS ADMINISTRATOR,

By
Acting Commissioner of Public Roads.

Form PR. 3—Revised

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Agency as Project No. [illegible] 3-A(2) State of Oregon

Second. That in accordance with said provisions I have approved the sum of $ 30,850.76 as the total estimated cost of said project, and the sum of $ 22,060.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this .... day of ....

one thousand nine hundred and JUN 30 1941

Federal Works Administrator,

By H. J. O'Leary
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—10129

Stencil No. 124

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

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JUL 29 1941
FOR FILING

R.

Ore. SN-FLH 3-C (2)
Blue Mt. Pass Section
I.O.N. Highway

July 24, 1941

FLH 3-C-2

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the ______________ project agreement and certificate for the above-numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Sr. Highway Engineer

Encl.

Ion

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Form P. R. 2

State Oregon

Project No. WR-FLH 3-C(2)

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 13th day of June, 1941

by and between The Oregon State Highway Commission

constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Federal Works Administrator, hereinafter called the Administrator, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; including particularly the amendatory Act of June 24, 1930 (46 Stat. 805).

Whereas the Highway Department of said State submitted on the 22d day of October, 1938, a project statement, which was approved on the 1st day of December, 1938, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated for the administration of the Federal Highway Act, has furnished surveys, plans, specifications, and estimates for Section C(2) of said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 24 day of December 1940; and

Whereas the Administrator has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of eight thousand and 00/100 dollars ($8,000.00) as the share of the United States payable under said act on account of Section C(2) of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Administrator do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State Chap. 175, laws 1927; Chap. 51, laws 1929; Chap. 529 - laws 1939 (Include date and citation of act of legislature by which authorized)

(*b*) From other sources from funds made available under authorizations pursuant to the provisions of the Act approved June 24, 1930 (46 Stat. 805) (State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 1173+50 at the north end of Section E(2) of said project in the SW¼, Section 33, T. 37 S., R. 42 E., W. M. and survey station 1480+10 in the S½ of Section 4, T. 37 S., R. 41 E., W.M., the south end of Section F(2) of said project, length 5.863 miles, in Malheur County, being Section E(2) of Oregon project. No ER-FLH 3, consisting of 5.863 miles of roadway and no bridges ~~each~~ of more than 20 feet clear span, ~~of miles in length~~

16—11379 GPO

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JUL 22 1941

CHARACTER AND METHOD OF CONSTRUCTION

Article III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Administrator or his agents, and in accordance with the laws of said State, the rules and regulations of the Administrator, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Administrator or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Administrator, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section 6(2) of said project shall not in any event exceed the sum of eight thousand and 00/100 dollars ($8,000.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of eleven thousand, one hundred fifty-five and 87/100 dollars ($11,155.87), the approved total estimated cost of Section 6(2) of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Administrator shall from time to time draw warrants on the Secretary of the Treasury for the payment to

The State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)
of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Administrator after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

The Administrator reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 329, Laws 1939.
(Include reference to statute authorizing funds and probable amount annually available)

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The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

GPO 16—11379

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Administrator on the ______ day of JUL 14 1941, 19__

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell
Chairman, State Highway Commission
(Title of officer)

By ______
Member, State Highway Commission
(Title of officer)

By Herman Oliver
Member, State Highway Commission
(Title of officer)

By ______
(Title of officer)

By ______
(Title of officer)

FEDERAL WORKS ADMINISTRATOR,

By ______
Acting Commissioner of Public Roads.

Form PR. 8—Revised

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Agency as Project No. ER-FLH 3-C(2) State of Oregon

Second. That in accordance with said provisions I have approved the sum of $ 11,155.87 as the total estimated cost of said project, and the sum of $ 8,000.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this ______ day of ______ one thousand nine hundred and JUL 14 1941

Federal Works Administrator,

By ______
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—10130

Stencil No. 124

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

Ore. SN-FLH 3-B (2)
Blue Mt. Pass-Jackson Cr. Sec.
I.O.N. Highway

July 24, 1941

FLH 3-B-2

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the ______________ project agreement and certificate for the above-numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Sr. Highway Engineer

Encl.

Iron

WA4R 11233

Form P. R. 2
State Oregon
Project No. SE-FLH 3-B(2)

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 13th day of June, 1941

by and between The Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Federal Works Administrator, hereinafter called the Administrator, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; including particularly the amendatory Act of June 24, 1930 (46 Stat. 805);

Whereas the Highway Department of said State submitted on the 22d day of October, 1938, a project statement, which was approved on the 1st day of December, 1938, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated for the administration of the Federal Highway Act, has furnished surveys, plans, specifications, and estimates for Section B(2) of said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 24 day of December 1940; and

Whereas the Administrator has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of six thousand and no/100

dollars ($6,000.00) as the share of the United States payable under said act on account of Section B(2) of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Administrator do hereby mutually agree as follows:

16—11379

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State: Chap. 175, Laws 1917; Chap. 51, Laws 1920; Chap. 529, Laws 1939. (Include date and citation of act of legislature by which authorized)

(*b*) From other sources from funds made available under authorizations pursuant to the provisions of the Act approved June 24, 1930 (46 Stat. 805). (State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 877+80 at the north end of Section A(2) of said project in the SW 1/4 of Sec. 27, T. 38 S., R. 42 E., W. M., and survey station 1170+52 in the SW 1/4 of Sec. 33, T. 37 S., R. 42 E., W. M., the south end of Section C(2) of said project (excepting therefrom that portion between survey stations 1011+97 and 1052+84), length 4.455 miles, in Malheur County, being Section B(2) of Oregon project No. [illegible] 3, consisting of 4.455 miles of roadway and no bridge~~s, each~~ of more than 20 feet clear span.

~~[illegible]~~

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JUL 22 1941

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Administrator or his agents, and in accordance with the laws of said State, the rules and regulations of the Administrator, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Administrator or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Administrator, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section E(2) of said project shall not in any event exceed the sum of six thousand and no/100 dollars ($6,000.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of eight thousand, four hundred eighty-three and 09/100 dollars ($8,483.09), the approved total estimated cost of Section E(2) of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Administrator shall from time to time draw warrants on the Secretary of the Treasury for the payment to The State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Administrator after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

The Administrator reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 529, Laws 1939. (Include reference to statute authorizing funds and probable amount annually available)

JUL 22 1941

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Administrator on the ______ day of JUL 14 1941, 19__

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell
Chairman, State Highway Commission
(Title of officer)

By ______
Member, State Highway Commission
(Title of officer)

By Herman Oliver
Member, State Highway Commission
(Title of officer)

By ______
______
(Title of officer)

By ______
______
(Title of officer)

FEDERAL WORKS ADMINISTRATOR,

By H. J. O'Leary
Acting Commissioner of Public Roads.

Form PR. 8—Revised

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Agency as Project No. [illegible] 3-[illegible](2) State of Oregon

Second. That in accordance with said provisions I have approved the sum of $[illegible].09 as the total estimated cost of said project, and the sum of $[illegible] as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this ______ day of ______ one thousand nine hundred and JUL 14 1941

Federal Works Administrator,

By ______
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—10139

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JUL 29 1941

Stencil No. 124

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

Ore. SN-FLH 3-F (2)
Tudor Ranch-Blue Mt. Sec.
I.O.N. Highway

July 24, 1941

FLH 3-F-2

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the ______________ project agreement and certificate for the above-numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Sr. Highway Engineer

Encl.

Fron

WA4PL 11223

Form P. R. 2

State Oregon

Project No. [illegible]-FAS 3-F(2)

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 13th day of June, 1941

by and between The Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Federal Works Administrator, hereinafter called the Administrator, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto, including particularly the amendatory Act of June 24, 1930 (46 Stat. 805):

Whereas the Highway Department of said State submitted on the 22d day of October, 19 40, a project statement, which was approved on the 1st day of December, 19 40, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated for the administration of the Federal Highway Act, has furnished surveys, plans, specifications, and estimates for Section F(2) of said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 21 day of December 19 40; and

Whereas the Administrator has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of twenty-two thousand and no/100

dollars ($22,000.00) as the share of the United States payable under said act on account of Section F(2) of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Administrator do hereby mutually agree as follows:

16—11370

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State: Chap. 175, Laws 1917; Chap. 31, Laws 1929; Chap. 329, Laws 1939. (Include date and citation of act of legislature by which authorized)

(*b*) From other sources from funds made available under authorizations pursuant to the provisions of the Act approved June 24, 1930 (46 Stat. 805). (State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 1480+10.0 in the SE 1/4 of Sec. 1, T. 37 S., R. 41 E., W. M., the north end of Section F(2) of said project, and survey station 2630+61.8 on the south line of Sec. 7, T. 33 S., R. 40 E., W. M., (excepting therefrom those portions between survey stations 1527+67.1 and 1583+01.7, 1731+38.6 and 1755+66.8, 2064+12.1 and 2117+15.4, 2355+79.0 and 2523+44.2, and 2577+76.0 and 2581+14.4), length 16.040 miles, in Malheur County, being Section F(2) of Oregon project No. [illegible]-FLH 1, consisting of 16.040 miles of roadway and no bridge[illegible] of more than 20 feet clear span~~, of .... miles in length~~

RECEIVED
JUL 21 1941

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Administrator or his agents, and in accordance with the laws of said State, the rules and regulations of the Administrator, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Administrator or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Administrator, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section F(2) of said project shall not in any event exceed the sum of twenty-two thousand and no/100 dollars ($22,000.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of thirty thousand, six hundred seventy-one and [illegible]/100 dollars ($30,671.[illegible]), the approved total estimated cost of Section F(2) of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Administrator shall from time to time draw warrants on the Secretary of the Treasury for the payment to The State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Administrator after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

The Administrator reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. [illegible], Laws [illegible]. (Include reference to statute authorizing funds and probable amount annually available)

JUL 21 1941

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Administrator on the ________ day of

JUL 15 1941, 19__

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell
Chairman, State Highway Commission
(Title of officer)

By ________
Member, State Highway Commission
(Title of officer)

By Herman Oliver
Member, State Highway Commission
(Title of officer)

By ________
____
(Title of officer)

By ________
____
(Title of officer)

FEDERAL WORKS ADMINISTRATOR,

By H. J. O'Leary
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 10—11379

Form PR. 8—Revised

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Agency as Project No. [illegible]-FLH 3-F(2) State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $30,671.00 as the total estimated cost of said project, and the sum of $22,000.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this ______ day of ______ one thousand nine hundred and JUL 15 1941

FEDERAL WORKS ADMINISTRATOR,

By ______
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—10120

Stencil No. 124

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

RECEIVED

Ore. SN-FLH 3-G (2)
Owyhee River-Tudor Ranch Sec.
I.O.N. Highway

July 24, 1941

FLH 3-G-2

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the ______________ project agreement and certificate for the above-numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L.J. Caufield
L. J. Caufield
Sr. Highway Engineer

Encl.

Ton

WA4Pr11224

Form P. R. 2

State Oregon

Project No. SS-FLH 3-6(2)

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 13th day of June, 1941 by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Federal Works Administrator, hereinafter called the Administrator, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; including particularly the amendatory Act of June 8, 1938 (52 Stat. 633).

Whereas the Highway Department of said State submitted on the 22d day of October, 1938, a project statement, which was approved on the 1st day of December, 1938, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated for the administration of the Federal Highway Act, has furnished surveys, plans, specifications, and estimates for Section 6(2) of said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 2d day of December 1940; and

Whereas the Administrator has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of thirteen thousand and no/100 dollars ($13,000.00) as the share of the United States payable under said act on account of Section 6(2) of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Administrator do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State : Chap. 175, laws 1917; Chap. 51, laws 1920; Chap. 589, laws 1939.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources from funds made available under authorizations pursuant to the provisions of the Act approved June 24, 1930 (46 Stat. 805).
(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 2683+96 at the south boundary of Sec. 6, T. 33 S., R. 40 E., W. M., and survey station 3541+30 at the east boundary of Sec. 26, T. 31 S., R. 41 E., W. M. (excepting therefrom those portions between survey stations 2757+23 and 2763+60, 2998+32 and 3106+38, 3143+29 and 3163+25, 3177+55 and 3178+10, 3196+35 and 3214+12, 3217+46 and 3270+85.7, 3272+27 and 3273+08, 3297+78 and 3349+38, 3369+05 and 3423+01, and 3482+06 and 3500+48), length 9.406 miles, in Malheur County, being Section 6(2) of Oregon project No. [illegible] 3, consisting of 9.406 miles of roadway and no bridges~~, e~~ of more than 20 feet clear span.
~~of a mile in length~~

RECEIVED
JUL 21 1941

CHARACTER AND METHOD OF CONSTRUCTION

Article III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Administrator or his agents, and in accordance with the laws of said State, the rules and regulations of the Administrator, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Administrator or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Administrator, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section 6(2) of said project shall not in any event exceed the sum of Thirteen thousand and no/100 dollars ($13,000.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of eighteen thousand, twenty-seven and 87/100 dollars ($18,027.87), the approved total estimated cost of Section 6(2) of said project.

PAYMENTS

Article V. As the construction of said project progresses, the Administrator shall from time to time draw warrants on the Secretary of the Treasury for the payment to The State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Administrator after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

The Administrator reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

Article VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 529, Laws 1939. (Include reference to statute authorizing funds and probable amount annually available)

REC... JUL 21 1941

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Administrator on the ______ day of JUL 15 1941, 19__

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell
Chairman, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By Herman Oliver
Member, State Highway Commission
(Title of officer)

By ______
(Title of officer)

By ______
(Title of officer)

FEDERAL WORKS ADMINISTRATOR,

By H. J. O'Leary
Acting Commissioner of Public Roads.

Form PR. 8—Revised

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Agency as Project No. NH-FLH 3-6(2) State of Oregon

Second. That in accordance with said provisions I have approved the sum of $ 18,027.97 as the total estimated cost of said project, and the sum of $ 15,000.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this ______ day of ______
one thousand nine hundred and JUL 15 1941

Federal Works Administrator,

By W. J. O'Leary
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—10120

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JUL 9 1941
FOR FILING

FLH 3-A+2

July 7, 1941.

Mr. L. J. Caufield
Sr. Highway Engineer
Public Roads Administration
Box 3900
Portland, Oregon

Dear Sir:

Re: Oregon SN-FLH 3-A (2), B (2), C (2), F (2) and G (2), Surfacing and Oiling (0-30) 68.36 Miles , Owyhee River-McDermitt Section of the I.O.N. Highway, our Contract No. 2407.

Upon receipt of your letter of June 27, on the above subject, we referred the matter to Mr. H. G. Smith, our Construction Engineer, and we quote herein from his report dated July 5:

> "The asphalt on several cars was about ten per cent deficient in penetration; that is, the cutback was made from seventy penetration instead of eighty penetration. The contractor was permitted to use this asphalt after cautioning the plant to be more careful, the difference in penetration being of no material disadvantage in this case. The weather was extremely cold and the eighty penetration cutback had been setting up very slowly so there could be no harm in using the seventy.
>
> "Samples of asphaltic material are taken at the plant at the time of loading, but when there is a failure in the specifications another sample of the car is taken on the ground and a new test made. Owing to the isolated location of this job, on the Nevada line, there was no opportunity to get new samples without a great delay to the season's oiling program of this particular contractor; therefore, since the matter was inconsequential, the cars were used after warning the oil company that greater care must be exercised in furnishing the asphalt."

We anticipate no further difficulty in getting a cutback conforming to the specifications approved for this project, but will keep a close check on the situation.

Mr. L. J. Canfield, #2
July 7, 1942

Thank you for calling this to our attention.

Very truly yours,

C. B. McCullough
Assistant Chief Engineer

ap/

cc Mr. H. O. Smith

FORM E-30 25M 3-41

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 5th, 1941

Subject: Cutback on Oregon SN-FLH 3-A (2),
B (2), C (2), F (2) and G (2).

To: Mr. C. B. McCullough
Asst. Chief Engineer
Office

Dear Sir:

In regard to Record of Assignment #1280, request of the Public Roads Administration that we furnish a report upon the steps taken to require the contractor to furnish a cutback conforming to the specifications on Oregon SN-FLH 3-A (2), B (2), C (2), F (2) and G (2).

" The asphalt on several cars was about ten percent deficient in penetration; that is, the cutback was made from seventy penetration instead of eighty penetration. The contractor was permitted to use this asphalt after cautioning the plant to be more careful, the difference in penetration being of no material disadvantage in this case. The weather was extremely cold and the eighty penetration cutback had been setting up very slowly so there could be no harm in using the seventy.

Samples of asphaltic material are taken at the plant at the time of loading, but when there is a failure in the specifications another sample of the car is taken on the ground and a new test made. Owing to the isolated location of this job, on the Nevada line, there was no opportunity to get new samples without a great delay to the season's oiling program of this particular contractor; therefore, since the matter was inconsequential, the cars were used after warning the oil company that greater care must be exercised in furnishing the asphalt."

Very truly yours,

H. G. Smith

H. G. Smith
Construction Engineer

HGS:AR
Enc.

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JUL 28 1941
STATE [illegible] COMMISSION

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

June 27, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

It is noted that test reports for the RC-4 used on Oregon SN-FLH 3-A (2), B (2), C (2), F (2) and G (2), I.O.N.Highway, show the penetration of the residual asphalt to be considerably lower than the specification requirements.

We would very much appreciate information as to what steps have been taken to require the contractor to furnish a cutback conforming to the specifications approved for these projects.

Very truly yours,

W. H. LYNCH
District Engineer

By L. Caufield
L. J. Caufield
Sr. Highway Engineer

Owyhee River - McDermitt
68.36 mi. Surf. & Oil (0-30)
Morris Bros. Contractor
Contract #2407

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JUL 2-
OFFICE OF
[illegible] ENGINEER

Form E-1--5M--4-41

#19

√ R

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

3A-2

For Week Ending July 5, 19 41

Section Owyhed River-McDermitt

Kind of work Surfacing and Oiling

Highway I.O.N.

Section prefix 123-1026

Contractor Norris Brothers

Contract number 2407

Date of contract January 4, 1941

Date of completion August 31, 19 41

Date work started February 12, 19 41

Estimated date of completion July 5, 19 41

Amount of contract $136,556.00

Per cent of time elapsed 76.2 %

Estimated cost of completed project, exclusive of engineering $136,000.00

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date, $5700.00, 5.6 %

Date project was completed July 5, 19 41

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

All work was completed on this project Saturday July 5. The hot weather the last of this week and the increased traffic over the week end has improved the appearance of the oil that was laid during the cold weather.

All mambers of the party on this project are being transfered except two tempory Checkers who can not be placed at this time.

NOTED
RAY WEBBER

RECEIVED
JUL 8 -
OFFICE OF
ENGINEER

NOTED
VAN SCOY

Signed L. H.

Address Burns, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project		68.36		68.36	
Miles partially completed					
Miles completed		68.36		68.36	
Total estimated quantities		37000 tons	14000 cy.	2240 tons	
Estimated quantities moved or placed to date		37000 "	14000 "	2240 "	
Average daily quantities				90 "	
Average daily quantities necessary to complete project on time					
Number shifts per day				1	
Hours per shift				12	
Average force on project for week				30	

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels 1, Power graders 3, Rollers 2, Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheet-foot rollers .... Trucks 14 . Boiler and Retort . . . . .

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	warm		
Monday	"		
Tuesday	"		
Wednesday	warm A.M. rain P.M.	4	rain
Thursday	warm		
Friday	hot		
Saturday	"		

STATE PRINTING DEPT.

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JUN 11 1941
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FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

(Stencil #28)

STATE HIGHWAY COMMISSION [illegible] 1941

IN YOUR REPLY PLEASE REFER TO FILE NO.
Oregon SN-FLH 3-A (2)
Jackson Cr.-McDermitt Sec.
I.O.N. Highway

SN-FLH-3A 2

June 9, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature and return to this office.

Enclosed is an approved copy of the detail estimate, upon which the agreement was based, together with approved copy of specifications.

Very truly yours,

W. H. LYNCH
District Engineer

By T. M. Davis
T. M. Davis
Sr. Highway Engineer

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JUN 11 1941
FOR FIL

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1
POST OFFICE BUILDING
PORTLAND, OREGON

(Stencil #28)

RECEIVED
JUN 10 1941
STATE HIGHWAY COMMISSION

IN YOUR REPLY PLEASE REFER TO FILE NO. Oregon SN-FLH 3-C (2)
Blue Mt. Pass Section
~~I.O.H.~~ Highway

SN-FLH-3 C-2

June 9, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature and return to this office.

Enclosed is an approved copy of the detail estimate, upon which the agreement was based, together with approved copy of specifications.

Very truly yours,

W. H. LYNCH
District Engineer

By T. M. Davis
T. M. Davis
Sr. Highway Engineer

Iron

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JUN 11 1941
FOR FILING

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

(Stencil #28)

IN YOUR REPLY PLEASE REFER TO FILE No. Oregon SN-FLH 3-B (2)
Blue Mt. Pass-Jackson Cr. Sec.
I.O.N. Hwy.

SN-FLH-3-B-2

June 9, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature and return to this office.

Enclosed is an approved copy of the detail estimate, upon which the agreement was based, together with approved copy of specifications.

Very truly yours,

W. H. LYNCH
District Engineer

By T. M. Davis
T. M. Davis
Sr. Highway Engineer

Iron

RECEIVED
JUN 11 1941
FOR FIL

AGENCY
ADMINISTRATION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

(Stencil #28)

IN YOUR REPLY PLEASE REFER TO FILE NO. Oregon SN-FLH 3-F (2)
Tudor Ranch-Blue Mt. Pass Sec.
I.O.N. Highway

June 9, 1941

SN-FLH3-F 2

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature and return to this office.

Enclosed is an approved copy of the detail estimate, upon which the agreement was based, together with approved copy of specifications.

Very truly yours,

W. H. LYNCH
District Engineer

By T. M. Davis
T. M. Davis
Sr. Highway Engineer

Iron

RECEIVED
JUN 11 1941
FOR FILING

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

RECEIVED
JUN 10 1941
STATE HIGHWAY

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1
POST OFFICE BUILDING
PORTLAND, OREGON

(Stencil #28)

IN YOUR REPLY PLEASE
REFER TO FILE No. Oregon SN-FLH 3-G (2)
Owyhee River-Tudor Ranch Sec.
I.O.N. Highway

June 9, 1941

SN-FLH-3-G-2

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature and return to this office.

Enclosed is an approved copy of the detail estimate, upon which the agreement was based, together with approved copy of specifications.

Very truly yours,

W. H. LYNCH
District Engineer

~~By~~ T. M. Davis
T. M. Davis
Sr. Highway Engineer

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RECEIVED
APR 24 1941
FOR FILING

FLH 3-G-2

April 12, 1941

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

We are enclosing herewith seven copies of estimate as basis for project agreement for the Owyhee River-Tudor Ranch Section, Project No. FLH 3-G (2).

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

Federal Lands Highway
Project No. FLH 3-C (1)

OWYHEE RIVER-TUDOR RANCH SECTION
OF THE I. O. N. HIGHWAY IN MALHEUR COUNTY

(Estimate as basis for project agreement. Based on low bid prices).

Salem, Oregon, April 10, 1941

Surfacing and Oiling

5,500	tons	3/4" - 0" Screened Gravel in Base	$ .56	$ 3,080.00
1,250	tons	3/4" - 0" Screened Gravel in Binder Course	.99	1,237.50
280	Mgal.	Sprinkling	1.00	280.00
9.41	miles	Preparation of Base	175.00	1,646.75
1,960	tons	Furnishing and Placing Aggregates	1.80	3,528.00
176	tons	Furnishing and Placing RC-4 Asphalt	21.00	3,696.00
146	tons	Furnishing and Placing SC-6 Asphalt	20.00	2,920.00
		Subtotal		$ 16,388.25
		10% Engr. & Cont.		1,638.82
		Total		$ 18,027.07

Length of Roadway 9.406 miles
Cost per mile $ 1,916.55

Note: Oiling not to be constructed across bridges.

FLH Funds Requested $ 18,027.07

State Funds for Maintenance: Chap. 329, laws 1939

Oregon State Highway Department

Federal Lands Highway
Project No. FLH 3-C (2)

OWYHEE RIVER-TULOR RANCH SECTION
OF THE I. O. N. HIGHWAY IN MALHEUR COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, November 28, 1940

Surfacing and Oiling

5,600	tons	3/4" - 0" Screened Gravel in Base	$ .60	$ 3,360.00
1,270	tons	3/4" - 0" Screened Gravel in Binder Course	1.10	1,397.00
290	M-gal.	Sprinkling	2.00	580.00
9.62	miles	Preparation of Base	80.00	769.60
2,000	tons	Furnishing and Placing Aggregates	2.10	4,200.00
180	tons	Furnishing and Placing RC-4 Asphalt	23.00	4,140.00
150	tons	Furnishing and Placing SC-6 Asphalt	23.00	3,450.00
		Subtotal		$ 17,896.60
		10% Engrg. & Cont.		1,789.66
		Total		$ 19,686.26

Length of Roadway 9.619 miles
Cost per mile $ 2,046.60

Note: Oiling not to be constructed across bridge

FLH Funds
State Funds

$ 19,686.26

OWYHEE RIVER-TUDOR RANCH SECTION

PROJECT NO. F.L.H 3-G (2)

All necessary right of way has been acquired for this project.

R. H. BALDOCK
Chief Engineer

By S.H. Probert

S. H. Probert
Office Engineer

November 28, 1940.

RECEIVED
APR 24 1941
FOR FILING

FLH 3-F-2

a

April 12, 1941

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

We are enclosing herewith seven copies of estimate as basis for project agreement for the Tudor Ranch-Blue Mountain Pass Section, Project No. FLH 3-F (2).

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dist. by J. W. Nash/GS

Encl.

Oregon State Highway Department

Federal Lands Highway
Project No. FLH 3-F (2)

TUDOR RANCH-BLUE MOUNTAIN PASS SECTION

OF THE I. O. N. HIGHWAY IN MALHEUR COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 10, 1941

Surfacing and Oiling

9,420	tons	3/4" - 0" Screened Gravel in Base	$ .56	$ 5,275.20
2,140	tons	3/4" - 0" Screened Gravel in Binder Course	.99	2,118.60
460	M-gal.	Sprinkling	1.00	460.00
16.04	miles	Preparation of Base	175.00	2,807.00
3,290	tons	Furnishing and Placing Aggregates	1.80	5,922.00
300	tons	Furnishing and Placing RC-4 Asphalt	21.00	6,300.00
250	tons	Furnishing and Placing SC-6 Asphalt	20.00	5,000.00
			Subtotal	$ 27,882.80
			10% Engr. & Cont.	2,788.28
			Total	$ 30,671.08

Length	16.040 miles
Cost per mile	$ 1,912.16

FLH Funds Requested- -$ 30,671.08

1941 FLH Funds	$ 21,221.54	Length	11.098 miles
1942 FLH Funds	9,449.54	Length	4.942 miles

State Funds for Maintenance: Chap. 529, laws 1939

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FLH 3-B-2

April 12, 1941

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

We are enclosing herewith seven copies of estimate as basis for project agreement for the Blue Mountain Pass-Jackson Creek Section, Project No. FLH 3-B (2).

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dict. by J. N. Nash/GS

Encl.

Oregon State Highway Department

Federal Lands Highway
Project No. FLH 3-B (2)

BLUE MOUNTAIN PASS-JACKSON CREEK SECTION
OF THE I. O. N. HIGHWAY IN MALHEUR COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 10, 1941

Surfacing and Oiling

2,590	tons	3/4" - 0" Screened Gravel in Base	$ .56	$ 1,450.40
600	tons	3/4" - 0" Screened Gravel in Binder Course	.99	594.00
129	M-gals.	Sprinkling	1.00	129.00
4.46	miles	Preparation of Base	175.00	780.50
920	tons	Furnishing and Placing Aggregates	1.80	1,656.00
82	tons	Furnishing and Placing MC-4 Asphalt	21.00	1,722.00
69	tons	Furnishing and Placing SC-6 Asphalt	20.00	1,380.00
			Subtotal	$ 7,711.90
			10% Engr. & Cont.	771.19
			Total	$ 8,483.09

Length 4.455 miles
Cost per mile $ 1,904.17

FLH Funds Requested- -$ 8,483.09

State Funds for Maintenance: Chap. 529, laws 1939

Oregon State Highway Department

Federal Lands Highway
Project No. FLH 3-B (2)

BLUE MOUNTAIN PASS-JACKSON CREEK SECTION OF THE I. O. N. HIGHWAY IN MALHEUR COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, November 28, 1940

Surfacing and Oiling

2,590	tons	3/4" - 0" Screened Gravel in Base	$ .60	$ 1,554.00
600	tons	3/4" - 0" Screened Gravel in Binder Course	1.10	660.00
129	M-gals.	Sprinkling	2.00	258.00
4.46	miles	Preparation of Base	80.00	356.80
920	tons	Furnishing and Placing Aggregates	2.10	1,932.00
82	tons	Furnishing and Placing SC-4 Asphalt	23.00	1,886.00
69	tons	Furnishing and Placing SC-6 Asphalt	23.00	1,587.00
			Subtotal	$ 8,233.80
			10% Engr. & Cont.	823.38
			Total	$ 9,057.18

Length	4.455 miles
Cost per mile	$ 2,033.03

FLH Funds	
State Funds	
	$ 9,057.18

BLUE MOUNTAIN PASS-JACKSON CREEK SECTION

PROJECT NO. FLH 1-B (2)

All necessary right of way has been acquired for this project.

R. H. BALDOCK
Chief Engineer

By S. H. Probert

S. H. Probert
Office Engineer

November 28, 1940.

RECEIVED
APR 24 1941
FOR FILING

FLH 3-C-2

April 12, 1941

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

We are enclosing herewith seven copies of estimate as basis for project agreement for the Blue Mountain Pass Section, Project No. FLH 3-C (2).

Very truly yours,
R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

Federal Lands Highway
Project No. FLH 3-6 (2)

BLUE MOUNTAIN PASS SECTION OF THE

I. O. N. HIGHWAY IN MALHEUR COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 10, 1941

Surfacing and Oiling

3,400	tons	3/4" - 0" Screened Gravel in Base	$ .56	$ 1,904.00
780	tons	3/4" - 0" Screened Gravel in Binder Course	.99	772.20
170	M-gal.	Sprinkling	1.00	170.00
5.86	miles	Preparation of Base	175.00	1,025.50
1,200	tons	Furnishing and Placing Aggregates	1.80	2,160.00
110	tons	Furnishing and Placing RC-4 Asphalt	21.00	2,310.00
90	tons	Furnishing and Placing SC-6 Asphalt	20.00	1,800.00
			Subtotal	$ 10,141.70
			10% Engr. & Cont.	1,014.17
			Total	$ 11,155.87

Length 5.863 miles
Cost per mile $ 1,902.75

FLH Funds Requested- $ 11,155.87

State Funds for Maintenance: Chap. 529, laws 1939

Oregon State Highway Department

Federal Lands Highway
Project No. FLH 3-C (2)

BLUE MOUNTAIN PASS SECTION OF THE
I. O. N. HIGHWAY IN MALHEUR COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, November 28, 1940

Surfacing and Oiling

3,400	tons	3/4" - 0" Screened Gravel in Base	$ .60	$ 2,040.00
780	tons	3/4" - 0" Screened Gravel in Binder Course	1.10	858.00
170	M-gals.	Sprinkling	2.00	340.00
5.86	miles	Preparation of Base	80.00	468.80
1,200	tons	Furnishing and Placing Aggregates	2.10	2,520.00
110	tons	Furnishing and Placing RC-4 Asphalt	23.00	2,530.00
90	tons	Furnishing and Placing RC-5 Asphalt	23.00	2,070.00
			Subtotal	$ 10,826.80
			10% Engr. & Cont.	1,082.68
			Total	$ 11,909.48

Length	5.863 miles
Cost per mile	$ 2,031.29

FLH Funds	
State Funds	
	$ 11,909.48

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FLH 3-A-2

April 12, 1941

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

We are enclosing herewith seven copies of estimate as basis for project agreement for the Jackson Creek-McDermitt Section, Project No. FLH 3-A (2).

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

Federal Lands Highway
Project No. FLH 3-A (2)

JACKSON CREEK-McDERMITT SECTION

OF THE I. O. N. HIGHWAY IN MALHEUR COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 10, 1941

Surfacing and Oiling

9,430	tons	3/4" - 0" Screened Gravel in Base	$ .56	$ 5,280.80
2,140	tons	3/4" - 0" Screened Gravel in Binder Course	.99	2,118.60
472	M-gal.	Sprinkling	1.00	472.00
16.13	miles	Preparation of Base	175.00	2,822.75
3,340	tons	Furnishing and Placing Aggregates	1.80	6,012.00
300	tons	Furnishing and Placing RC-4 Asphalt	21.00	6,300.00
252	tons	Furnishing and Placing RC-6 Asphalt	20.00	5,040.00
			Subtotal	$ 28,046.15
			10% Engr. & Cont.	2,804.61
			Total	$ 30,850.76

Length	16.126 miles
Cost per mile	$ 1,913.10

FLH Funds Requested- $ 30,850.76

1940 FLH Funds	$ 6,501.00	Length	3.398 miles
1941 FLH Funds	$ 24,349.76	Length	12.728 miles

State Funds for Maintenance: Chap. 529, Laws 1939

FORM S-120X 10M 6-40

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN
PORTLAND
HURON W. CLOUGH, MEMBER
CANYONVILLE
HERMAN OLIVER, MEMBER
JOHN DAY

OREGON
STATE HIGHWAY COMMISSION

R. H. BALDOCK, CHIEF ENGINEER
C. B. McCULLOUGH, ASS'T CHIEF ENGINEER
J. M. DEVERS, CHIEF COUNSEL
H. B. GLAISYER, SECRETARY

SALEM

IN REPLY PLEASE
REFER TO FILE NO.

February 7, 1941

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

We refer to your letter of February 3, concerning federal lands highway funds.

It is our desire that the $6,501 of unused 1940 FLH Funds mentioned in your letter be applied on the Owyhee-McDermitt surfacing and oiling project recently placed under contract, which project covers FLH units 3-A, B, C, F and G.

We would like, also, to increase the set-up of 1941 FLH Funds for the Forest Boundary-Warm Springs River Project, Project FLH 2-E (1), from $64,600 to $83,629.70, as we propose shortly to request a revised project agreement calling for that amount of federal participation.

This change in the amount set-up for FLH 2-E (1) will leave $45,571.30 of 1941 FLH Funds to apply on the Owyhee-McDermitt Project. It appears, therefore, that the total set-up for the Owyhee-McDermitt Project will work out ultimately about as follows:

$ 6,501.00 from 1940 FLH Funds.
45,571.30 " 1941 " "
47,115.57 " 1942 " " , if the 1942 funds become available.

$99,187.87

Very truly yours,

R. H. Baldock
Chief Engineer

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

January 4, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon Federal Lands Highway Projects, SN-FLH 3-A (2), 3-B (2), 3-C (2), 3-F (2) and 3-G (2), the Owyhee River-McDermitt Section of the I.O.N. Highway, to Norris Bros., Burlington, Washington, who submitted the low bid.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

December 12, 1940

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

We are enclosing herewith seven copies of revised estimate to accompany plans and specifications for the Owyhee River-Tudor Ranch Section, Project No. SM-FLH 3-C (2).

Five blueprint copies each of the title sheet and quantity summary sheet are being sent under separate cover.

These papers have been revised by elimination from the project of the section of highway located in the NW¼ of the SW¼ of Section 5, T. 32 S., R. 41 E., which tract is now private-owned.

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ME

Encl.

Oregon State Highway Department

Federal Lands Highway
Project No. FLH 3-G (2)

OWYHEE RIVER-TULOR RANCH SECTION
OF THE I. O. N. HIGHWAY IN MALHEUR COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, December 12, 1948

Surfacing and Oiling

5,500	tons	3/4" - 0" Screened Gravel in Base	$ .60	$ 3,300.00
1,250	tons	3/4" - 0" Screened Gravel in Binder Course	1.10	1,375.00
280	M-gal.	Sprinkling	2.00	560.00
9.41	miles	Preparation of Base	80.00	753.60
1,960	tons	Furnishing and Placing Aggregates	2.10	4,116.00
176	tons	Furnishing and Placing RC-4 Asphalt	23.00	4,048.00
146	tons	Furnishing and Placing SC-6 Asphalt	23.00	3,358.00
			Subtotal	$ 17,510.60
			10% Engr. & Cont.	1,751.06
			Total	$ 19,267.60

Length of Roadway 9.406 miles
Cost per mile $ 2,048.80

Note: Oiling not to be constructed across bridge

FLM Funds
State Funds

$ 19,267.60

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

December 10, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to P.S.& E. papers for Oregon Federal Lands Highway Projects SN-FLH 3-A (2), 3-B (2), 3-C (2), 3-F (2) and 3-G (2), Owyhee River - Oregon-California State Line Section of the I.O.N. Highway.

Under "Description of Work" on page 1 of the special provisions the oil mat wearing surface to be constructed is shown as Type O-11. This should be corrected to Type O-30 to agree with the plans and description.

As previously mentioned, the special provisions should also include a specification for the RC-4 and SC-6 cutback asphalts.

Very truly yours,

W. H. LYNCH
District Engineer

By F. E. Andrews
F. E. Andrews
Sr. Highway Engineer

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

December 6, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The certificate of November 20, 1940, by Mr. Jackson, Registrar of The Dalles Land office, concerning the status of lands traversed by the portions of the I. O. N. Highway to be oiled as a Federal Lands Project failed to list among the unpatented and unappropriated Federal lands the N.W. 1/4 of the S.W. 1/4 Sec. 5, T. 32 S., R. 41 E. The road through this tract is a part of FLH 3-G (1). In showing the mileage for SN - FLH 3-G (2), you have made no deduction for its omission.

We recommended the project as submitted, but request that you forward us certification of the status of this right of way or inform us of the corrected length of FLH 3-G (2), if the status of this tract has changed.

Very truly yours,

W. H. LYNCH
District Engineer

By

F. E. Andrews
Sr. Highway Engineer

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FOR FILING

FLH 3-C-2

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

December 2, 1940

NOTED
State Highway Engineer

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Federal Lands Highway Project No. FLH 3-C (2), the Blue Mt. Pass section of the I.O.N. Highway, have today been recommended for approval, subject to final review and approval by the Commissioner of Public Roads. This is your authority to advertise for bids.

Concurrence in award will be withheld pending approval of the Federal Lands program.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

FLH 3-B-2

RECEIVED
DEC 7 1940
FOR FILING

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

December 2, 1940

NOTED
State Highway Engineer

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S. & E. documents for Oregon Federal Lands Highway Project No. 3-B (2), the Blue Mountain Pass-Jackson Creek Section of the I-O-N Highway, have today been recommended for approval, subject to final review and approval by the Commissioner of Public Roads. This is your authority for advertising.

Concurrence in award will be withheld pending approval of the Federal Lands program.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

December 2, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Federal Lands Highway Project No. FLH 3-F (2), the Tudor Ranch-Blue Mt. Pass Section of the I.O.N. Highway, have today been recommended for approval, subject to final review and approval by the Commissioner of Public Roads. This is your authority to advertise for bids.

Concurrence in award will be withheld pending approval of the Federal Lands program.

We have corrected the length of the project shown on the preliminary estimate to 16.040 miles to agree with the statement of length of completed project submitted for FLH 3-F.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

Oregon State Highway Department

Federal Lands Highway
Project No. FLH 3-F (2)

TUDOR RANCH-BLUE MOUNTAIN PASS SECTION
OF THE I. O. N. HIGHWAY IN MALHEUR COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, November 28, 1940

Surfacing and Oiling

9,420	tons	3/4" - 0" Screened Gravel in Base	$ .60	$ 5,652.00
2,140	tons	3/4" - 0" Screened Gravel in Binder Course	1.10	2,354.00
460	M-gal.	Sprinkling	2.00	920.00
16.04	miles	Preparation of Base	80.00	1,283.20
3,290	tons	Furnishing and Placing Aggregates	2.10	6,909.00
300	tons	Furnishing and Placing MC-4 Asphalt	23.00	6,900.00
250	tons	Furnishing and Placing SC-6 Asphalt	23.00	5,750.00
			Subtotal	$ 29,768.20
			10% Engr. & Cont.	2,976.82
			Total	$ 32,745.02

Length 16.041 miles
Cost per mile $ 2,041.33

FLH Funds	
State Funds	
	$ 32,745.02

TUDOR RANGE-BLUE MOUNTAIN PASS SECTION

PROJECT NO. FLH 3-F (2)

All necessary right of way has been acquired for this project.

R. H. BALDOCK
Chief Engineer

By S. H. Probert

S. H. Probert
Office Engineer

November 28, 1940.

November 28, 1940

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

We are enclosing herewith seven copies of estimate and three copies of right of way statement to accompany plans and specifications for each of the following projects:

FLH 3-A (2) Jackson Creek-McDermitt Section
FLH 3-B (2) Blue Mt. Pass-Jackson Creek Section
FLH 3-C (2) Blue Mountain Pass Section
FLH 3-F (2) Tudor Ranch-Blue Mountain Pass Section
FLH 3-G (2) Owyhee River-Tudor Ranch Section

We are, likewise, enclosing one copy of a statement concerning the status of unpatented and unappropriated lands traversed by the projects, which statement is signed by the Register of the U. S. District Land Office.

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dist. by J. W. Nash/ER

Encl.

Oregon State Highway Department

Federal Lands Highway
Project No. FLH 3-A (2)

JACKSON CREEK-McDERMITT SECTION
OF THE I. O. N. HIGHWAY IN MALHEUR COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, November 28, 1940

Surfacing and Oiling

9,430	tons	3/4" - 0" Screened Gravel in Base	$ .60	$ 5,658.00
2,140	tons	3/4" - 0" Screened Gravel in Binder Course	1.10	2,354.00
472	M-gal.	Sprinkling	2.00	944.00
16.13	miles	Preparation of Base	80.00	1,290.40
3,340	tons	Furnishing and Placing Aggregates	2.10	7,014.00
300	tons	Furnishing and Placing RC-4 Asphalt	23.00	6,900.00
252	tons	Furnishing and Placing SC-6 Asphalt	23.00	5,796.00
			Subtotal	$ 29,956.40
			10% Engr. & Cont.	2,995.64
			Total	$ 32,952.04

Length	16.126 miles
Cost per mile	$ 2,043.41

FLH Funds	
State Funds	
	$ 32,952.04

JACKSON CREEK-McDERMITT SECTION

PROJECT NO. FLH 3-A (2)

All necessary right of way has been acquired for this project.

R. H. BALDOCK
Chief Engineer

By S. H. Probert

S. H. Probert
Office Engineer

November 28, 1940.

UNITED STATES
DEPARTMENT OF THE INTERIOR
GENERAL LAND OFFICE
DISTRICT LAND OFFICE

The Dalles, Oregon,

November 20, 1940.

Mr. R. H. Baldock,
Chief Engineer,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:

Reference is had to your letter of November 15, 1940, enclosing a list, in triplicate, showing the Federal lands traversed by the Owyhee River-McDermitt Section of the I.O.N. Highway in Malheur County.

We checked the list with our records and found it to be correct with two exceptions. We have made the necessary corrections, dated and signed the certificates, and are returning two copies herewith.

Respectfully,

W. F. Jackson.
Register.

UNITED STATES

DEPARTMENT OF THE INTERIOR

GENERAL LAND OFFICE

District Land Office

The Dalles, Oregon
November 20, 1940.

Mr. R. H. Baldock, Chief Engineer
Oregon State Highway Department
Salem, Oregon

Dear Sir:

I hereby certify that, as of the date noted above, the following lands are unpatented and unappropriated federal lands, subject to U. S. Government control:

T. 32 S., R. 40 E., W. M.
Sec. 17 - N½
Sec. 14 - N½
Sec. 12 - NW¼ NE¼ & ~~SW¼~~ → W½SW¼, NE¼SW¼
Sec. 18
Sec. 19 - W½
Sec. 30 - W½
Sec. 31 - NW¼ & W½ SW¼

T. 32 S., R. 41 E., W. M.
Sec. 6 - E½

T. 31 S., R. 41 E., W. M.
Sec. 26 - S½
Sec. 32 - SE¼
Sec. 34

T. 33 S., R. 39 E., W. M.
Sec. 24 - E½

T. 35 S., R. 39 E., W. M.
Sec. 1 - W½
Sec. 2 - SE¼ & SE¼ NE¼
Sec. 11 - E½
Sec. 14 - E½
Sec. 23 - E½
Sec. 26 - E½
Sec. 35 - E½

T. 33 S., R. 40 E., W. M.
Sec. 6 - W½
Sec. 18 - W½
Sec. 19 - [illegible]

T. 34 S., R. 39 E., W. M.
Sec. 1 - S½
Sec. 12 - W½
Sec. 13 - W½
Sec. 24 - W½
Sec. 25 - W½

T. 36 S., R. 41 E., W. M.
Sec. 14 - W½ & SE¼
Sec. 23 - E½
Sec. 25 - W½
Sec. 26 - NE¼

T. 37 S., R. 41 E., W. M.
Sec. 1 - E½ & Lot 3
Sec. 12 - E½

T. 37 S., R. 42 E., W. M.
Sec. 7 - SW¼
Sec. 18 - W½
Sec. 19 - W½ & SE¼
Sec. 30 - E½
Sec. 29 - SW¼
Sec. 32 - E½ & SE¼
Sec. 33 - SW¼

T. 38 S., R. 42 E., W. M.
Sec. 4 - N½ & SE¼
Sec. 9 - E½
Sec. 15 - SW¼
Sec. 22 - W½
Sec. 27 - W½
Sec. 34 - NW¼ & E½

T. 39 S., R. 42 E., W. M.
  Sec. 3 - E½
  Sec. 10 - NE¼
  Sec. 11 - W½
  Sec. 14 - W½
  Sec. 23 - W½ & SE¼
  Sec. 26 - E½
  Sec. 35 - E½

T. 40 S., R. 42 E., W. M.
  Sec. 2 - NE¼
  Sec. 1 - W½
  Sec. 12 - W½
  Sec. 13 - NW¼ & E½
  Sec. 24 - E½
  Sec. 25 - E½

T. 40 S., R. 43 E., W. M.
  Sec. 30 - SW¼
  Sec. 31 - NW¼ NW¼ & E½ SW¼

T. 41 S., R. 43 E., W. M.
  Sec. 6 - W½ & SE¼
  Sec. 7 - E½
  Sec. 18 - NE¼ & NW¼ SE¼

Very truly yours,

W. F. Jackson

W. F. Jackson
Register

RECEIVED
1941
FOR FILING

3-A-2

January 4, 1941

Dewie Bros.
Burlington, Washington

Gentlemen:

Confirming my telegram to you of this date, the State Highway Commission has today awarded you the contract for 41.36 miles surfacing and oiling on the Crooked River-McDermitt Section of the I.O.N. Highway, in Malheur County. This award was based on your low bid of $136,556.00 submitted on December 17, 1940.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

CB:AH

cc - Mr. Probert
Mr. Pearson

Mr. Harvey
Mr. Lindbeck
Mr. Pettit
Mr. Applegate

Tel confirmed

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM	X	ORDINARY	
DAY LETTER		URGENT RATE	
SERIAL		DEFERRED	
NIGHT LETTER		NIGHT LETTER	
SPECIAL SERVICE		SHIP RADIOGRAM	

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

COPY OF
WESTERN UNION TELEGRAM

SALEM OREGON JANUARY 4 1941

[redacted]
BURLINGTON WASHINGTON

STATE HIGHWAY COMMISSION AWARDED YOU TODAY CONTRACT FOR SURFACING AND OILING OWYHEE RIVER-McDERMITT SECTION OF I.O.N. HIGHWAY BASED ON LOW BID SUBMITTED DECEMBER 17 1940. CONTRACT FORMS FOLLOW [redacted]

H B GLAISYER
SECRETARY STATE HIGHWAY COMMISSION

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

SHP:ER

RECEIVED
JAN 30 1941
FOR FILING

FLH 3-A-2

January 3, 1941

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

With your concurrence, we will make award tomorrow (January 4) of the contract for the surfacing and oiling of the Owyhee River-McDermitt Section of the I. O. N. Highway, Projects FLH 3-A (2), 3-B (2), 3-C (2), 3-F (2), and 3-G (2).

The award will be made to Norris Bros. of Burlington, Washington, on the basis of the bid submitted on December 17, 1940.

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

SHP:ER

RECEIVED
JAN 15 1941
[illegible]

FLH 2-A-2

January 14, 1941

United Pacific Insurance Company
Jo Stroyan
Board of Trade Building
Portland, Oregon.

Gentlemen:

We are sending you today by express a fully executed copy of contract No. 2407, which was awarded to Norris Bros. by the State Highway Commission on January 4, 1941, covering surfacing and oiling on the Owyhee River-McDermitt Section of the I. O. N. Highway, in Malheur County.

Inasmuch as you are surety for the contractor on this job we are sending you this copy of the contract for your records and files.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

RS

Secretary

RECEIVED
JAN 15 1941
FOR FILING

FLH 3-A-2

January 14, 1941

Norris Brothers
Burlington, Wash.

Gentlemen:

We are sending you today by express a fully executed copy of Contract No. 2407 which was awarded to you on January 4, 1941, by the State Highway Commission, for surfacing and oiling on the Owyhee River-McDermitt Section of the I.O.N. Highway, in Malheur County. We are also sending an executed copy to the surety on your bond. This copy is for your records and files.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

RS

Secretary

FLH 3-A-2

RECEIVED
JAN 10 1941
FOR FILING

UNITED PACIFIC
Insurance Company

EXCHANGE BUILDING
SEATTLE, WASHINGTON

PORTLAND OFFICE
627 BOARD OF TRADE BUILDING
PORTLAND, OREGON

RECEIVED
JAN 10 1941

January 9th, 1941.

Oregon State Highway Commission
Salem, Oregon.

Gentlemen: RE: CONTRACT NO. 2407 - I.O.N. HIGHWAY
OWYHEE RIVER-McDERMITT SECTION,
MALHEUR COUNTY, OREGON - NORRIS BROS.

Under separate cover by express we are forwarding four copies of the above contract and bond.

Yours very truly,

UNITED PACIFIC INSURANCE COMPANY

Jo Stroyan

Jo Stroyan - Portland Office

JS
CC:HO

Received 1-10-41
G.S.D.

RECEIVED
JAN 6 1941
FOR FILING

FLH 3-A-2

January 4, 1941

Norris Brothers
Burlington, Washington

Gentlemen:

We are sending you today, by express, four copies of contract No. 2407 which was awarded to you on January 4, 1941, covering 68.36 miles surfacing and oiling on the Owyhee River-McDermitt Section of the I.O.N. Highway, in Malheur County.

Will you kindly execute all four copies of this contract as to agreement and bond and return them to this office for approval by the State Highway Commission. When this is done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 6 page 15 of the printed General Provisions, relating to the Workmen's Compensation Act. You are expected to accept the terms of this Act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the paragraph on the same page relating to the payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

DD:AN

RECEIVED
DE 1940
OR FILING

FLH 3-A-2

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

December 2, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

NOTED
State Highway Engineer

Dear Sir:

P.S.& E. documents for Oregon Federal Lands Highway Project FLH 3-A (2), the Jackson Creek-McDermitt Section of the I.O.N. Highway, have today been recommended for approval, subject to final review and approval by the Commissioner of Public Roads. This is your authority to advertise for bids.

Concurrence in award will be withheld pending approval of the Federal Lands program.

Very truly yours,

W. H. LYNCH
District Engineer

CONTRACT# [redacted] 2408

4-4206 Svenson-Goble Rock Production
Columbia River Highway 1940
#2408

RECEIVED
FEB 9 1942
FOR FILING

4 - 4206

February 6, 1942

Tidepoint Company
561½ Commercial St.
Astoria, Oregon

Gentlemen:

The State Highway Commission, at its meeting on November 6, 1941, granted you the extension of time requested, from June 30 to October 14, 1941, without penalty, in connection with state highway contract No. 2406, for furnishing crushed material in stock piles for the Svensen-Goble Section of the Columbia River Highway, in Clatsop and Columbia Counties.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

AH
Mr. F. D. Mason

RECEIVED
JAN 13 1942
FOR FILING

4-43-6

January 12, 1942

United States Fidelity & Guaranty Co.
Raymond C. Weiss, Agent
Bedell Building
Portland, Oregon

Gentlemen:

You are hereby notified that State Highway contract No. 2408, for work on the Svensen-Goble Section of the Columbia River Highway, in Clatsop and Columbia Counties, has been completed by the contractor, Tidepoint Company, and that final settlement will be made on or after January 22, 1942.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is served upon you since you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractor in connection with this contract will be $15,677.61, including final payment. This contract was completed on October 14, 1941, and accepted November 6, 1941, by the Commission.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

EM

NOTED
D DeSart

RECEIVED
NOV 24 1941
FOR FILING

4-4206

R

November 22, 1941

United States Fidelity & Guaranty Co.
Raymond C. Weiss, Agent
Bedell Building
Portland, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to the Tidepoint Company, on contract No. 2408 covering the Svensen-Goble Rock Production Project on the Columbia River Highway, in Clatsop and Columbia Counties. This payment, in the amount of $1,497.89, will be made on or after December 2, 1941. The retained percentage is $750.00.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Kindly acknowledge receipt of this letter.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

MM

R

Form E-1—5M—4-41

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending October 18, 1941, 19

Section Svenson - Goble

Kind of work Crushed Rock in Stockpiles

Highway Columbia River

Section prefix 4 - 4206

Contractor Tidepoint Co.

Contract number 2408

Date of contract Jan. 4, 1941, 19

Date of completion JUNE 30, 1941, 19

Date work started March 24, 1941, 19

Estimated date of completion , 19

Amount of contract $15,200.00

Per cent of time elapsed 110 days over contract %

Estimated cost of completed project, exclusive of engineering $15,808.00

Per cent of contract completed, based on total contract price %

Engineering cost to date, $ 1,255.00, %

Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor shipped one barge load of material this week to Wauna and Big Creek, this completes project.

Final date of completion October 14, 1941.

Survey crew completed remeasurement of stock piles on Thursday. (Oct. 16, 1941)

NOTED
H. G. SMITH

NOTED
RAY WEBBE

RECEIVED
OCT 20 1941
OFFICE OF
DIVISION ENGINEER
DIVISION NO. 2

NOTED
E. [illegible]

RECEIVED
OCT 20 1941
OFFICE OF

Signed L. D. Mars

Address Astoria
([illegible])

NOTED
VAN SCOY

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project			51.76		
Miles partially completed					
Miles completed					
Total estimated quantities			8,000 c y		
Estimated quantities moved or placed to date			all		
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Material furnished by commercial plant

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Showers		
Monday	"		
Tuesday	Fair		
Wednesday	Showers		
Thursday	Rain		
Friday	Fair		
Saturday	Rain		

STATE PRINTING DEPT.

48

RECEIVED
MAR 6 - 1941
FO[illegible]

4-4206

January 4, 1941

[illegible] Company
941½ Commercial St.
Astoria, Oregon

Gentlemen:

Confirming my telegram to you of this date, the State Highway Commission has today awarded you the contract for the Svensen-Goble Rock Production Project on the Columbia River Highway, in Clatsop and Columbia Counties. This award was based on your low bid of $15,200.00 submitted on December 12, 1940.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

DD:AM

cc - Mr. [illegible]
Mr. G. S. Paxson

Mr. Harvey
Mr. Lindbeck
Mr. [illegible]
Mr. Applegate

[illegible] confirmed

M

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM	X	ORDINARY	
DAY LETTER		URGENT RATE	
SERIAL		DEFERRED	
NIGHT LETTER		NIGHT LETTER	
SPECIAL SERVICE		SHIP RADIOGRAM	

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

COPY OF
WESTERN UNION TELEGRAM

SALEM OREGON JANUARY 4 1941

TIDEPOINT COMPANY
562½ COMMERCIAL ST.
ASTORIA OREGON

STATE HIGHWAY COMMISSION AWARDED YOU TODAY CONTRACT FOR SVENSEN-GOBLE ROCK PRODUCTION PROJECT ON COLUMBIA RIVER HIGHWAY BASED ON YOUR LOW BID SUBMITTED DECEMBER 18 1940. CONTRACT FORMS FOLLOW SHORTLY .

H B GLAISYER
SECRETARY STATE HIGHWAY COMMISSION

File

OREGON STATE HIGHWAY COMMISSION

By

Secretary

DS

RECEIVED
FEB 13 1
FOR FI

4-6206

February 12, 1941

U. S. Fidelity & Guaranty Co.
Raymond C. Weiss
Bedell Bldg.
Portland, Oregon

Gentlemen:

We are sending you today by express a fully executed copy of contract No. 2406 which was awarded to the Tidepoint Company by the State Highway Commission for the Svensen-Goble Rock Production Project on the Columbia River Highway, in Clatsop and Columbia Counties.

Inasmuch as you are surety for the contractor on this job we are sending you this copy of the contract for your records and files.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

RS

Secretary

RECEIVED
FEB 13 1941
FOR FILES

4 - 4206

February 12, 1941

Tidepoint Company
561½ Commercial St.
Astoria, Oregon

Gentlemen:

We are sending you today by express a fully executed copy of Contract No. 2408 which was awarded to you on January 4, 1941, by the State Highway Commission covering the Svensen-Goble Rock Production Project on the Columbia River Highway, in Clatsop and Columbia Counties. This copy is for your records and files.

We are also sending an executed copy to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

RS

RECEIVED
JAN 24 1941
FOR FILES

4-4506

January 23, 1941

Tidepoint Co.
Astoria, Oregon

Gentlemen:

This will acknowledge receipt of your letter of January 21 and the four copies of contract No. 2408.

We have now made out the contracts to TIDEPOINT CO., instead of TIDEPOINT COMPANY, and are returning them by express for execution by you and your surety.

We thank you for calling this error to our attention.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

DGD:RS

Secretary

NOTED
D. G. DeSart

TOWING, BARGING, DREDGING AND DIKING
CRUSHED ROCK, SAND, GRAVEL AND CEMENT

TIDEPOINT CO. *Road and River Contractors*
ASTORIA, OREGON

RECEIVED

January 21, 1941

The Oregon State Highway Commission
Salem, Oregon

Attention: Mr. H. B. Glaisyr, Secretary

Gentlemen:

We noted today that the contract, covering the work which we were recently awarded under contract No. 2408, has the 'COMPANY' in the name of our corporation spelled out.

We are returning the contract to you unsigned to make the correction, as we believe that you would want to have the name properly spelled.

The name of our corporation is 'TIDEPOINT CO.'.

Yours very truly,

TIDEPOINT CO.

E.W. McMindes

President

EWM:b

RECEIVED
JAN 6 1941
FOR FILING

4-4206

January 4, 1941

Tidepoint Company
Astoria, Oregon

Gentlemen:

We are sending you today, by express, four copies of Contract No. 2408 which was awarded to you by the State Highway Commission on January 4, 1941, covering the furnishing of 8,000 cu. yds. crushed materials in stock pile on the Svensen-Goble Section of the Columbia River Highway, in Clatsop and Columbia Counties.

Will you kindly execute all four copies of this contract as to agreement and bond and return them to this office or approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 6 page 15 of the printed General Provisions, relating to the Workmen's Compensation Act. You are expected to accept the terms of this Act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the paragraph on the same page relating to the payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours,
STATE HIGHWAY COMMISSION

By

DD:AM

Secretary

CONTRACT#2409

FAP 110-C-3 Depoe Bay Sec., Oregon 1940
Coast Hwy.
#2409

[illegible] the Registered or Insured Article, the original [illegible] of which appears on the face of this Card.

1 ______________________
(Signature or name of addressee)

2 ______________________
(Signature of addressee's agent—Agent should enter addressee's name on line ONE above)

Date of delivery [illegible] 15, 1944

[illegible] S. W. Porter St.
Portland, Oregon

Dear Sir:

I am enclosing check No. M 296 in the amount of $500 in the Oregon State Highway Commission's Advance Deposit Account payable to your order. This check represents the amount that you deposited with the State Highway Commission pending the outcome of the claim of Mrs. Harriet Hopkins against you arising out of your contract No. 2409 for the construction of the Depoe Bay Section of the Oregon Coast Highway. I informed you several days ago that our Attorney, Mr. J. M. Devers, has authorized release of this deposit. This payment completes the Highway Commission's obligation to you under this job.

In order that our revolving fund may be reimbursed in the amount of the enclosed check, will you please sign the enclosed receipt where I have indicated with a red pencil mark. Then return the receipt to me with the carbon copy of the invoice attached thereto.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:vbh
Enc.

RECEIVED
MAY 13 1944
FOR [illegible]

110 - C - 3

14

May 12, 1944

Mr. Sam Orino, Contractor
Foot of S. W. Porter St.
Portland, Oregon

Dear Sir:

I am enclosing check No. N 296 in the amount of $500 in the Oregon State Highway Commission's Advance Deposit Account payable to your order. This check represents the amount that you deposited with the State Highway Commission pending the outcome of the claim of Mrs. Harriet Hopkins against you arising out of your contract No. 2409 for the construction of the Depoe Bay Section of the Oregon Coast Highway. I informed you several days ago that our Attorney, Mr. J. M. Devers, has authorized release of this deposit. This payment completes the Highway Commission's obligation to you under this job.

In order that our revolving fund may be reimbursed in the amount of the enclosed check, will you please sign the enclosed receipt where I have indicated with a red pencil mark. Then return the receipt to me with the carbon copy of the invoice attached thereto.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBO:vbb
Enc.

FORM E-30 25M 12-43

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 12, 1944

SUBJECT: Advance Deposit Check No. M 296
Check Receipt No. 214-A

To:

Mr. H. B. Glaisyer
Secretary
Office

I hand you herewith to be forwarded to the payee, Advance Deposit Account refund check No. M-296 in favor of $500.00. I also enclose our check receipt form and an extra copy of the invoice for the payee's file. Please request the payee to sign and return the Check Receipt Form with the invoice copy still attached.

Carl F Smith
Carl F. Smith
Accounting Division

CFS:AM

cc: W. C. Taw
W. C. Crews

Date 5/12/44
By

Sam Aino
Dr. # 4060

FORM E-30 25M 12-43

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 12, 1944

SUBJECT: Advance Deposit Check No. M 296
Check Receipt No. 214-A

To:

Mr. H. B. Glaisyer
Secretary
Office

I hand you herewith to be forwarded to the payee, Advance Deposit Account refund check No. M-296 in favor of $500.00. I also enclose our check receipt form and an extra copy of the invoice for the payee's file. Please request the payee to sign and return the Check Receipt Form with the invoice copy still attached.

Carl F. Smith
Carl F. Smith
Accounting Division

CFS:AM

cc: W. C. Taw
W. C. Crews

Date 5/13/44
By [illegible]

Sam Gino
Inv. # 4060

RECEIVED
MAY 2 1944
FOR FILING

110-0-2

May 2, 1944

Mr. Sam Orino
Foot of Porter Street
Portland, Oregon

Dear Mr. Orino:

For some months past we have been holding in our advance fund account your deposit of $500.00 which was required pending the disposition of the Hopkins claim against you for damage to a building at Depoe Bay cause by your blasting operations. I am now informed by the Commission's Chief Counsel, Mr. J. M. Devers, that the Hopkins case has come to trial and that developments therein indicate that the defendants are not claiming anything for damage to their building by reason of your operations.

In view of the circumstances, Mr. Devers has authorized the release of the monies due you without deduction. Accordingly, I have instructed the Auditor to prepare a check in your favor in full amount of the $500.00 that you deposited. I anticipate that the check will be ready to mail to you within the next two or three days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:df

RECEIVED
MAY 2 1944
FOR FILING

110-C-3

Salem, Oregon
May 2, 1944

Mr. Malcolm Hawke

OFFICE

Dear Mr. Hawke:

Attached is a copy of a letter that I have just received from Mr. Devers concerning payment to contractor Sam Orino relative to the final amount due him in connection with contract No. 2409. You will note that Mr. Devers has authorized the release of monies due Mr. Orino in connection with this job.

To revive your memory in this matter you will recall that we refused to pay the final estimate to Mr. Orino due to the outstanding claim of Mrs. Harriett Hopkins, who alleges that her building was damaged by reason of the contractor's blasting operations in connection with this job. On June 15, 1942, Mr. Devers wrote to Mr. Orino and told him that we would release the final payment if he would deposit with the Commission the sum of $500.00 to take care of Mrs. Hopkins' claim in the event that it was later determined to be a legitimate one. Mr. Orino furnished the check in that amount which was placed in the advance deposit account and we then released the final warrant.

In view of the attached letter from Mr. Devers it no longer is necessary to hold Mr. Orino's $500.00 check. Will you, therefore, prepare a check in such amount payable to Mr. Orino and give it to me for transmittal to him.

Thanking you, I remain,

Very truly yours,

Secretary

HBG:df
Encl.

RECEIVED
FEB 9 1943

Stencil No. 124

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

110-C-3

February 3, 1943

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon SN-FAP 110-C (3)
Depoe Bay Section
Oregon Coast Highway

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the modified project agreement and certificate for the above-numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By LJCaufield
L. J. Caufield
Sr. Highway Engineer

Encl.

RECEIVED
FEB 4 - 1943
OREGON
STATE HIGHWAY COMMISSION

Iron

WAVy 10012

Section C(3)
Oregon Federal Aid Project No. SN-FAP 110

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on April 4, 1941 by the Oregon State Highway Commission, and on May 1, 1941 by the Federal Works Administrator, the said parties entered into an agreement for the improvement of that certain highway described therein and designated as Oregon Federal Aid Project No. SN-FAP 110, Section C(3); and

WHEREAS, said project is located on the strategic network of highways and under construction during the period of the emergency declared by the President on May 27, 1941; and

WHEREAS, the Highway Department has requested an increase in the Federal share payable on account of said project as authorized in section 4 of the Defense Highway Act of 1941, approved November 19, 1941 (Pub. Law No. 295 - 77th Cong.), and has requested that the Federal funds approved and set aside to the credit of the project be increased from $53,740.00 to $61,741.00.

NOW, THEREFORE, it is hereby mutually agreed by and between the said State Highway Department and the Administrator that the estimate be revised in the manner above indicated and that said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Administrator has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of sixty-one thousand, seven hundred forty-one and 00/100 dollars ($61,741.00) as the share of the United States payable under said act on account of Section C(3) of said project, which does not exceed

DISTRICT 1

the authorized Federal pro rata share of the approved total estimated cost thereof;"

Article IV shall read;

"Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section C(3) of said project shall not in any event exceed the sum of sixty-one thousand, seven hundred forty-one and 00/100 dollars ($61,741.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of eighty-eight thousand, ninety-three and 88/100 dollars ($88,093.88), the approved total estimated cost of Section C(3) of said project."

Except as herein specifically modified the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

IN WITNESS WHEREOF the parties have hereunto affixed their signatures, the Highway Department on December 10, 1942, and the Administrator on JAN 14 1943.

OREGON STATE HIGHWAY COMMISSION

By
Chairman, State Highway Commission

By
Member, State Highway Commission

By Herman Oliver
Member, State Highway Commission

FEDERAL WORKS ADMINISTRATOR,

By
Acting Commissioner of Public Roads

Oregon Federal Aid Project No. SN-FAP 110
Section C(3)

RECEIVED
DEC 15 1942
DISTRICT 1

Form PR. 8—Revised

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Agency as Federal Aid Project No. SN-FAP 110-C(3) State of Oregon

Second. That in accordance with said provisions I have approved the sum of $88,093.88 in lieu of the $53,740.00 approved by Certificate dated May 1, 1941 as the total estimated cost of said project, and the sum of $61,741.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this ______ day of ______ one thousand nine hundred and JAN 14 1943

Federal Works Administrator,

By ______
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—10128

110-C-3

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

(Stencil #28)

RECEIVED
FOR FILING

December 1, 1942

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon SN-FAP 110-C (3)
Depoe Bay Section
Oregon Coast Highway

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature and return to this office.

Enclosed is an approved copy of the detail estimate, upon which the agreement was based, ~~together with approved copy of specifications.~~

Very truly yours,

W. H. LYNCH
District Engineer

By L Caufield
L. J. Caufield
Sr. Highway Engineer

RECEIVED
1 - 1942

RECEIVED
NOV 9 1942
FOR FILING

110-C-3

November 6, 1942

Mr. Sam Orino
Foot of S. W. Porter
Portland, Oregon

Dear Sir:

With reference to our telephone conversation of today, particularly regarding the $500 payment that is still due you from the state in connection with your contract at Depoe Bay, wish to say that I have discussed this matter with Mr. Devers who advises that he has been unable as yet to bring Mrs. Hopkins' claim to trial.

Mr. Devers also handed me a copy of a letter that he directed to you last June 15, 1942, in which he explains why it is necessary to withhold this $500 payment.

In view of the circumstances it does not appear possible to release your payment unless you will furnish the state with a bond in the amount of $500, pending definite settlement of the Hopkins' case, as explained in Mr. Devers' letter.

It is regretted that this matter has not been consummated sooner but the delay has been caused by factors entirely beyond our control.

Very truly yours,

EBG:AM

Secretary

RECEIVED

FOR FILING

110-C-3

October 20, 1942

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

In accord with the request contained in your letter of October 16, 1942, we are enclosing herewith one copy of monthly estimate for work performed to June 15, 1941 on the Depoe Bay Section, Project No. SN-FAP 110-C (3).

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

Encl.

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

October 16, 1942

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to the estimate as basis of proposed modified agreement for Oregon Federal Aid Project SN-FAP 110-C (3), Depoe Bay Section of the Oregon Coast Highway, received with your letter of October 3, 1942.

In examining our files, we do not find a copy of the contractor's estimate of June 15, 1941. Please send us a copy of this as supporting data to show the division of the work.

It will be necessary to hold the estimate without action until we hear from you.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

RECEIVED
NOV 17 1942
FOR FILING

110-C-3

October 3, 1942

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed seven copies of estimate as basis for project agreement for the Depoe Bay Section, Project No. [illegible]-FAP 110-C (3).

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

Federal Aid Project
No. NH-FAP 110-C (3)

DEPOE BAY SECTION OF THE

OREGON COAST HIGHWAY IN LINCOLN COUNTY

(Estimate as basis for modified agreement. Based on low bid prices.)

Salem, Oregon, September 30, 1942

80' ROADWAY (STA. 373+00 TO 386+97.5)(STA. 390+30.7 TO 398+00)

Work Done Prior to May 27, 1941

All Required		Clearing and Grubbing (98%)		$ 545.86
All Required		Removal of Masonry Walls		900.00
620	cu. yds.	Structural Excavation, Common	$ .50	310.00
922	cu. yds.	Structural Excavation, Solid Rock	1.50	1,383.00
10,000	cu. yds.	General Excavation, Common	.20	2,000.00
1,680	cu. yds.	General Excavation, Solid Rock	.20	336.00
400	lin. ft.	Rounding Cutbanks	.10	40.00
120	lin. ft.	12" Concrete Pipe	.90	108.00
200	lin. ft.	18" Concrete Pipe	2.25	450.00
40	lin. ft.	Salvaging Culvert Pipe	.50	20.00
5	only	Concrete Catch Basins	30.00	150.00
3	only	Concrete Catch Inlets	10.00	30.00
27	cu. yds.	Concrete Curbs	24.00	648.00
1,180	cu. yds.	Class "A" Concrete	16.[illegible]	19,[illegible]
100,000	lbs.	Metal Reinforcement	.055	5,500.00
400	lin. ft.	Rubble Masonry Parapet Wall	2.35	940.00
1,400	tons	6" - 0" Rock in Base	.85	1,190.00
170	tons	3/4" - 0" Rock in Base and Shoulders	1.60	272.00
		Subtotal		$ 34,10[illegible].06
		Engr. & Cont.		3,607.[illegible]
		Total		$ 37,720.23

Work Done After May 27, 1941

All Required		Clearing and Grubbing (2%)		$ 11.14
6,750	cu. yds.	General Excavation, Common	$ .20	1,350.00
6,140	yd. stas.	Short Overhaul	.01	61.40
100	C-yd.stas.	Long Overhaul	.25	25.00
0.41	mile	Finishing Roadbed and Slopes	1,000.00	410.00
290	cu. yds.	Salvaging Surfacing Materials	.50	145.00

250	lin. ft.	12" Concrete Pipe	$ .90	$ [illegible]
48	lin. ft.	18" Concrete Pipe	2.25	108.00
110	lin. ft.	Salvaging Culvert Pipe	.50	55.00
4	only	Concrete Catch Basins	30.00	120.00
98	cu. yds.	Concrete Curbs	24.00	[illegible]
700	lin. ft.	Rubble Masonry Parapet Wall	2.35	1,645.00
5,700	cu. yds.	6" - 0" Rock in Base	.85	4,845.00
2,220	cu. yds.	3/4" - 0" Rock in Base and Shoulders	1.60	3,552.00
70	M-gals.	Sprinkling	1.00	70.00
0.41	mi.	Preparation of Base	300.00	123.00
1,730	tons	Furnishing and Placing Aggregates	2.25	3,892.50
100	tons	Furnishing and Placing 151-200 Asphalt	25.00	2,500.00
19	tons	Furnishing and Placing RC-4 or Emulsified Asphalt	25.00	475.00
			Subtotal	$ 21,965.04
			Engr. & Cont.	1,999.52
			Total	$ 23,964.56
		Length	0.410 mile	
		Cost per mile	$ [illegible]	

22' ROADWAY (STA. 398+00 TO 419+50)

Work Done Prior to May 27, 1941

All Required		Clearing and Grubbing (98%)		$ 540.96
52	cu. yds.	Structural Excavation, Common	$ .50	26.00
18	cu. yds.	Structural Excavation, Solid Rock	1.50	27.00
28,000	cu. yds.	General Excavation, Common	.20	5,600.00
40,000	yd. stas.	Short Overhaul	.01	400.00
850	C-yd.stas.	Long Overhaul	.25	212.50
1,900	lin. ft.	Rounding Cutbanks	.10	190.00
245	cu. yds.	Salvaging Surfacing Materials	.50	122.50
80	lin. ft.	36" Concrete Pipe	5.50	440.00
28	lin. ft.	Salvaging Culvert Pipe	.50	14.00
3,000	cu. yds.	6" - 0" Rock in Base	.85	2,550.00
			Subtotal	$ 10,122.96
			Engr. & Cont.	1,070.77
			Total	$ 11,193.73

Work Done After May 27, 1941

All Required		Clearing and Grubbing (2%)		$ 11.04
110	cu. yds.	Trench Excavation, Common	$ .50	55.00

5,655	cu. yds.	General Excavation, Common	$ .20	$ 1,131.00
3,380	cu. yds.	General Excavation, Solid Rock	.20	676.00
117,600	yd. stas.	Short Overhaul	.01	1,176.00
700	lin. ft.	Rounding Outbanks	.10	70.00
0.41	mile	Finishing Roadbed and Slopes	1,000.00	410.00
85	cu. yds.	Salvaging Surfacing Materials	.50	42.50
102	lin. ft.	Salvaging Culvert Pipe	.50	51.00
1,250	cu. yds.	6" - 0" Rock in Base	.85	1,062.50
1,440	cu. yds.	3/4" - 0" Rock in Base and Shoulders	1.60	2,304.00
60	M-gals.	Sprinkling	1.00	60.00
0.41	mile	Preparation of Base	300.00	123.00
500	tons	Furnishing and Placing Aggregates	2.25	1,125.00
28	tons	Furnishing and Placing 151-200 Asphalt	25.00	700.00
6	tons	Furnishing and Placing RC-4 or Emulsified Asphalt	25.00	150.00
			Subtotal	$ 9,147.04
			Engr. & Cont.	856.23
			Total	$ 10,003.27

Length 0.407 mile

Cost per mile $ 24,581.08

24' ROADWAY (STA. 419+90 to 430+50)

Work Done Prior to May 27, 1941

All Required		Clearing and Grubbing (9%)		$ 271.36
10	cu. yds.	Structural Excavation, Common	$ .50	5.00
12,770	yd. stas.	Short Overhaul	.01	127.70
400	C-yd.stas.	Long Overhaul	.25	100.00
81	lin. ft.	18" Concrete Pipe	2.25	182.25
			Subtotal	$ 686.31
			Engr. & Cont.	72.60
			Total	$ 758.91

Work Done After May 27, 1941

All Required		Clearing and Grubbing		$ 5.64
4	cu. yds.	Structural Excavation, Solid Rock	$ 1.50	6.00
165	cu. yds.	General Excavation, Common	.20	33.00
20	cu. yds.	General Excavation, Solid Rock	.20	4.00
0.21	mile	Finishing Roadbed and Slopes	1,000.00	210.00
27	lin. ft.	18" Concrete Pipe	2.25	60.75

1,400	tons	6" - 0" Rock in Base	$ .85	$ 1,190.00
510	tons	3/4" - 0" Rock in Base and Shoulders	1.60	816.00
16	M-gals.	Sprinkling	1.00	16.00
0.21	mile	Preparation of Base	300.00	63.00
320	tons	Furnishing and Placing Aggregates	2.25	720.00
18	tons	Furnishing and Placing 151-200 Asphalt	25.00	450.00
4	tons	Furnishing and Placing RC-4 or Emulsified Asphalt	25.00	100.00
			Subtotal	$ 3,674.39
			Engr. & Cont.	363.47
			Total	$ 4,037.86

Length 0.208 mile

Cost per mile $ 23,061.39

Bridge (Sta. 386+97.5 to 390+30.7)

.06	mile	Preparation of Base	$ 300.00	$ 18.00
75	tons	Furnishing and Placing Aggregates	2.25	168.75
6	tons	Furnishing and Placing 151-200 Asphalt	25.00	150.00
2	tons	Furnishing and Placing RC-4 or Emulsified Asphalt	25.00	50.00
			Subtotal	$ 386.75
			10% Engr. & Cont.	38.67
			Total	$ 425.42

Length .063 mile

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	Federal Aid Funds	State Funds
Work Done Prior to May 27, 1941			
30' Roadway	$ 37,710.13	$ 23,244.00	$ 14,466.13
22' Roadway	11,193.73	6,900.00	4,293.73
29' Roadway	758.91	468.00	290.91
	$ 49,662.77	$ 30,612.00	$ 19,050.77

SUMMARY OF FUNDS REQUESTED - CONT'D

Item	Total Cost	Federal Aid Funds	State Funds
Work Done After May 27, 1941			
30' Roadway	$ 23,964.56	$ 19,411.00	$ 4,553.56
22' Roadway	10,003.27	8,103.00	1,900.27
29' Roadway	4,037.86	3,271.00	766.86
Bridge	425.42	344.00	81.42
	$ 38,431.11	$ 31,129.00	$ 7,302.11
Total, All Work	$ 88,093.88	$ 61,741.00	$ 26,352.88

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

RECEIVED
JUL 2 1942
FOR FILING

110-8-2

July 1, 1942

U. S. Fidelity & Guaranty Co.
Raymond C. Weise
Bedell Building
Portland, Oregon

Gentlemen:

We have been advised by the Dolan Construction Company that their claim against Sam Orino, in connection with contract No. 2409, for grading and paving the Depoe Bay Section of the Oregon Coast Highway, has been paid in full.

Very truly yours,

Secretary

DGD:RS

cc - Sam Orino
Foot of S. W. Porter St.
Portland, Oregon

NOTED
D. G. DeSart

July 1, 1942

Dolan Construction Company
Tillamook, Oregon

Gentlemen:

Thank you for your letter of June 29 advising that your claim against Sam Orino in connection with contract No. 2409 for grading and paving the Depoe Bay Section of the Oregon Coast Highway has been paid in full.

Very truly yours,

Secretary

DGD/
RS

NOTED
D. G. DeSart

DOLAN CONSTRUCTION COMPANY
GENERAL CONTRACTORS
MANUFACTURERS OF CONCRETE PIPE
SAND - GRAVEL - CRUSHED ROCK
PHONE 90-J
TILLAMOOK, OREGON

2409

June 29,1942

Oregon State Highway Commission
Salem, Oregon.

Attention: H.B.Glaisyer
Secretary

Gentlemen:

Referring to your letter of June 16,1942, in regards to claim against Sam Orino.

Please be advised the claim has been paid in full by Mr. Orino.

Yours Very Truly,

DOLAN CONSTRUCTION COMPANY

By A. J. Dolan

REFERRED TO
[illegible]
BY SECRETARY

prepare usual ~~letter~~

RECEIVED
JUL 1 - 1942
STATE HIGHWAY COMMISSION

RECEIVED
JUN 17 1942
FOR FILING

110-C-3

June 16, 1942

Dolan Construction Company
Tillamook, Oregon

Gentlemen:

We have been notified by Sam Orino that he has paid your claim in the amount of $118.00 against him, in connection with contract No. 2409 for grading and surfacing the Depoe Bay Section of the Oregon Coast Highway.

For the purpose of completing our records we will appreciate it if you will advise us whether you acknowledge receipt of payment for this claim in full.

Very truly yours,

Secretary

DOD:RS

NOTED

RECEIVED
JUN 17 1942
FOR FILING

110-10-3

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

JUNE 15, 1942

Subject: Request for release of warrants on final estimates.

To: Mr. H. B. Glaisyer
O-f-f-i-c-e

	Vou. #	Cont. #	Est. #	Name	Am't.	Wt. #	Note
1.	5621	2409	12-FINAL	SAM ORINO	2,573.54	222173	
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
11.							
12.							

O.K.
D.G. DeSart

ACCOUNTING DIVISION

By ____________
Bookkeeping Dept.

Approved H B Glaisyer
Secretary

as per Mr [illegible] letter of 6/15/42
attached

CHECKED
D. G. DeSart

C
O
P
Y

June 15, 1942

Mr. Sam Orino
Foot of S. W. Porter
Portland, Oregon

Dear Sir:

Mrs. Harriett Hopkins of Depoe Bay has made claim against the state for damage to her property which she says was caused in connection with your contract for highway construction for the state. During your construction work they threatened to get a restraining order restraining you from any further shooting or from continuing your work in front of their property. Rather than have the job held up I called her attorney and told him that if they would refrain from interferring with the job the Highway Commission would give them a chance to establish any claim they had for damages and to do that before final settlement was made with you.

We have been unable to get from Mrs. Hopkins a definite statement of her items of damages. However, Mr. Webber of the Highway Department examined her property some days ago and then went over the several items or claims with Mrs. Hopkins, with the result that she then indicated that $300 would cover the damages. We have no definite settlement with her and of course cannot make any settlement that is not approved by you, if such settlement is to be paid out of your money.

In order that the state may release to you at this time the balance of the money earned under your contract and at the same time protect the state against the claim of Mrs. Hopkins, the full amount due you is released with the understanding that you are to deposit with the state the sum of $500 to be held by the state until a definite settlement can be reached with Mrs. Hopkins concerning her claim or claims against you.

We are not attempting to pass on the merits of her claim but only desire to protect the state against any claim that she might be able to establish.

Yours very truly,

J. M. DEVERS

JMD:PW

cc W. B. Glaisyer

check placed in advanced fund 6-16-42
Q.S.D.

RECEIVED
JUN 6 1942
FOR FILING

110-C-3

June 5, 1942

U. S. Fidelity & Guaranty Co.
Raymond C. Weiss
Bedell Building
Portland, Oregon

Gentlemen:

We have today been notified by G. B. McCluskey, attorney for Cape Foulweather Quarry, that their claim against Sam Orino, for material furnished on contract No. 2409, for grading and bituminous macadam construction on the Depoe Bay Section of the Oregon Coast Highway, has been paid in full.

Very truly yours,

Secretary

DGD:RS

cc - Mr. Sam Orino
Foot of Porter St.
Portland, Oregon

NOTED
D. G. DeSart

June 5, 1942

Mr. G. B. McCluskey
Attorney at Law
Toledo, Oregon

Dear Sir:

Thank you for your note on our letter of June 2, advising that the claim of Cape Foulweather Quarry, in the amount of $2,768.75, against Sam Orino as principal and U. S. Fidelity & Guaranty Company as surety on contract No. 2409, for grading and paving the Depoe Bay Section of the Oregon Coast Highway, has been paid in full.

Very truly yours,

Secretary

DGD:RS

MISSIONERS
HENRY F. CABELL, CHAIRMAN
PORTLAND
HURON W. CLOUGH, MEMBER
CANYONVILLE
HERMAN OLIVER, MEMBER
JOHN DAY

OREGON
STATE HIGHWAY COMMISSION

R. H. BALDOCK, CHIEF ENGINEER
C. B. McCULLOUGH, ASS'T CHIEF ENGINEER
J. M. DEVERS, CHIEF COUNSEL
H. B. GLAISYER, SECRETARY

SALEM

June 2, 1942

IN REPLY PLEASE
REFER TO FILE NO.

Mr. G. B. McCluskey
Attorney at Law
Toledo, Oregon

Dear Mr. McCluskey:

This office has today received a letter from the United States Fidelity and Guaranty Company advising that they have mailed you a check, in the amount of $2,768.75, payable to the order of Cape Foulweather Quarry, representing payment in full for gravel furnished contractor Sam Orino on his Depoe Bay project, being State Highway contract No. 2409.

Will you kindly advise whether you have received the check and if the same covers payment in full of this account.

Thanking you, I remain

Very truly yours,

HBGlaisyer

Secretary

HBG:MM

REFERRED TO [illegible]
BY SECRETARY

[illegible]

Sirs:

Check in the above amount received, paying the account in full.

Yours truly,

G B McCluskey

G. B. McCluskey

GBM:md

RECEIVED
J[illegible] - [illegible]2
STATE HIG[illegible]

RECEIVED
JUN 17 1942
FOR FILING

110-C-2

June 2, 1942

REFERRED TO [illegible]
BY SECRETARY
[illegible]

United States Fidelity and
Guaranty Company
1112 Bedell Building
Portland, Oregon

Attention: B. Spalding,
Surety Department

Gentlemen:

Acknowledgment is made of your letter of June 1 in regard to State Highway Contract No. 2409, Sam Orino, contractor, for grading and surfacing and wall construction on the Depoe Bay Section of the Oregon Coast Highway, in Lincoln County.

I note that the claim of Cape Foulweather Quarry Company, in the amount of $2,768.75, has been paid. I also note your inquiry whether or not such payment satisfies all claims against this job.

Our records disclose that there are still outstanding against this work the claim of Dolan Construction Company, Tillamook, for labor and equipment furnished, in the amount of $118.00; also, a claim which has been filed by a party named Harriet Hopkins, for damage to her residence at Depoe Bay, caused by blasting operations by Mr. Orino. Our Attorney, Mr. Devers, has had this claim investigated and has requested the holding up of $500.00 from the amount due Mr. Orino, pending the settlement of the account. He suggests a semi-final payment to Mr. Orino releasing all but such amount of $500.00, upon receipt of satisfactory information to the affect that the surety on the bond will be responsible for the payment of the other accounts.

Will you kindly advise the attitude of the surety relative thereto.

Very truly yours,

HBG:MM

Secretary

cc - Sam Orino
Foot of Porter St.
Portland, Oregon

June 2, 1942

Mr. G. B. McCluskey
Attorney at Law
Toledo, Oregon

Dear Mr. McCluskey:

This office has today received a letter from the United States Fidelity and Guaranty Company advising that they have mailed you a check, in the amount of $2,768.75, payable to the order of Cape Foulweather Quarry, representing payment in full for gravel furnished contractor Sam Orino on his Depoe Bay project, being State Highway contract No. 2409.

Will you kindly advise whether you have received the check and if the same covers payment in full of this account.

Thanking you, I remain

Very truly yours,

Secretary

HBG:MM

UNITED STATES FIDELITY AND GUARANTY COMPANY
PORTLAND OFFICE
1112 BEDELL BUILDING, PORTLAND, OREGON
TELEPHONE: ATWATER 8511

MORRISON K. SPROTT
Manager

JOSEPH A. BOYCE
Superintendent of Claims

June 1,1942

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. H. B. Glaisyer, Secretary

Re: Contract No. 2409
Contractor: Sam Orino
Grading, etc. on Depoe
Bay Section of Oregon Coast
Highway, Lincoln County, Oregon

REFERRED TO [illegible]
BY SECRETARY
before reply

Gentlemen:

Under date of May 19th Mr. Sam Orino sent Attorney G. B. McCluskey of Toledo a check for $2768.75 made out in favor of the Cape Foulweather Quarry of Depoe Bay as payment in full for gravel furnished on the Depoe Bay project.

At the request of the captioned contractor, we are writing to inquire whether or not this payment does not fully pay all claims against this job and, if so, when final estimate will be in order.

Very truly yours,

B. Spalding
Surety Department

bvs:

ANSWERED
H. B. GLAISYER

RECEIVED
JUN 2 - 1942

NOTE TO McCluskey
DATE 6.2

FORM E-30 30M 12-41

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 28, 1942

Subject: Contract No. 2409 - Sam Orion
Hopkins condemnation No. L 1243

To: Mr. H. B. Glaisyer,
Office.

L

Dear Sir:

Harriett Hopkins

Replying to your memorandum of the twenty-seventh with respect to the above contract, in which memorandum you ask to be advised about cancelling the present final warrant or in lieu thereof make a semi-final warrant or payment, wish to say that so far as I know such procedure would be okeh so far as any claim Mrs. Hopkins may have against the contractor, for I am assuming that as a result of Joe Webber's conference with Mrs. Hopkins yesterday $500 will be ample to take care of her claim. I believe that $300 is the total that they agreed on yesterday.

However, since there are two other unpaid claims as indicated in your letter I do not believe the job is cleared for final payment unless the surety company authorizes final settlement, notwithstanding the two outstanding claims which have been called to your attention.

Yours very truly,

J. M. Devers
J. M. DEVERS

JMD:PW

SALEM
May 27, 1942

Contract No. 2409 - Sam Orino

Mr. J. M. Devers
Chief Counsel
OFFICE

In accordance with our telephone conversation today in regard to Sam Orino's contract No. 2409 for grading and surfacing the Depoe Bay Section of the Oregon Coast Highway, I find that final payment, in the amount of $2,573.54, is ready for mailing to the contractor as soon as you think it advisable to do so.

You mentioned the fact that $500 would amply cover any claim that Mrs. Hopkins might file against this contract through her attorney, G. R. Metsker, for damage done to her property. In addition to this possible claim, we have a claim, in the amount of $118, filed by Dolan Construction Company on April 1, 1942, and a claim, in the amount of $2,700, filed by Cape Foulweather Quarry. Neither one of these claims have been filed through the Secretary of State, although I suggested such filings when I acknowledged both claims.

Please let me know if you think it advisable to cancel the present final warrant and pay a semi-final, in lieu thereof, retaining only $500 for a final payment, notwithstanding the other claims.

DD/mm

Secretary

NOTED
D. G. DeSart

RECEIVED
MAY 2[illegible] 1942
FOR F

110-C-3

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

May 15, 1942

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

You are advised that Progress Voucher No. 5, submitted by your office, in the amount of $7,900.00, and indicated Progress Voucher No. 4, for Oregon FAP No. 110-C (3), has been forwarded to our Washington Office, recommended for payment in the amount of $1,452.00.

The previous payment for this project to date, including Progress Voucher No. 4, is $47,288.00 instead of $40,840.00.

Very truly yours

W. H. LYNCH
District Engineer

By: L. Caufield
L. J. Caufield
Sr. Highway Engineer

Lon

RECEIVED
MAY 8 1942
FOR FILING

110-C-3

May 7, 1942

United States Fidelity & Guaranty Co.
Raymond C. Weiss, Agent
Bedell Building
Portland, Oregon

Gentlemen:

The State Highway Commission has been advised by G. B. McCluskey, Attorney, Toledo, Oregon, that the Cape Foulweather Quarry has a claim, in the amount of $2700.00, against Sam Orino in connection with contract No. 2409, for grading and bituminous macadam on the Depoe Bay Section of the Oregon Coast Highway, in Lincoln County.

This information is given you inasmuch as you appear surety on the bond furnished by Mr. Orino.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

AM

cc - Sam Orino
Foot of Porter St.
Portland, Oregon

NOTED
D. G. DeSart

May 7, 1942

Mr. G. B. McCluskey
Attorney at Law
Toledo, Oregon

Dear Sir:

In reply to your letter of May 6, 1942, we advise that the bond furnished by Sam Orino in connection with contract No. 2409, Depoe Bay Section of the Oregon Coast Highway, was written by the United States Fidelity and Guaranty Company for whom Raymond C. Weiss is agent with offices in the Bedell Building, Portland.

For your further information, this contract was completed on December 23, 1941, and was accepted by the Commission on February 13, 1942.

Very truly yours,

DD:AM

Secretary

NOTED
D. G. DeSart

Law Offices of
G. B. McCLUSKEY
TOLEDO, OREGON

May 6, 1942

Oregon State Highway Commission
Salem, Oregon

Attention Mr. H. B. Glaisyer,
Secretary:

Dear Sir:

I appreciate your letter of the 5th inst. regarding the claim of Cape Foulweather Quarry against Orino. I stated in my former letter there is still $2700. due the Quarry for rock and material used on this job. Will you please give me the name of the surety on Orino's bond in order that the Quarry may protect itself.

Thanking you in advance for this information, I am

Yours truly,

G. B. McCluskey

GBM:lt

RECEIVED
[illegible] 1942
FOR FILING

110-C-3

PHONE BEACON 0367

SAM ORINO
GENERAL CONTRACTORS
FOOT OF S. W. PORTER STREET

PORTLAND, OREGON

May 6th, 1942.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:-

We are in receipt of your letter of the 5th regarding final payment on contract #2409 for grading and paving the Depoe Bay section of the oregon Coast Highway.

In reply to your letter wish to advise that we have not received any notice of any claim from the late Mr Hopkins attorney.

Yours very truly,

Sam Orino

RECEIVED
[illegible] 7-[illegible]2

NOTED
D. G. DeSart

NOTED
H. B. GLAISYER

RECEIVED
MAY 6 1942
FOR FILING

110-C-P

May 5, 1942

Mr. San Orino
Foot of Porter St.
Portland, Oregon

Dear Sir:

We have been informed by our Auditing Department that you have called them recently in regard to your final payment on contract No. 2409, for grading and paving the Depoe Bay Section of the Oregon Coast Highway.

If you will recall, at the time you were performing this work a man by the name of Hopkins threatened to enjoin you from going ahead with the work on account of alleged damages to his property.

We interceded with Mr. Hopkins and his attorney and Mr. Hopkins refrained from enjoining your work on our promise to withhold final payment pending determination of whether or not he had a claim against you.

We have written Mr. Hopkins's attorney but have not as yet received a definite answer. Our Legal Department is following this matter up and we feel sure that we will obtain some definite information in the near future.

We understand that Mr. Hopkins passed away quite recently and that Mrs. Hopkins is in the hospital at this time. We will appreciate it if you will advise us whether the late Mr. Hopkins's attorney has presented you with any claim for the damage to the Hopkins property.

Very truly yours,

Secretary

DD:AM

cc - Auditor

RECEIVED
MAY 5 1942
FOR FILING

110-C-3

May 5, 1942

Mr. C. B. McCluskey
Toledo, Oregon

Dear Sir:

In accordance with your letter of May 4, in regard to the claim of Cape Foulweather Quarry, in the amount of $2,700.00, against Sam Orino for material furnished on his contract No. 2409, for construction of the Depoe Bay Section of the Oregon Coast Highway, in Lincoln County, we advise that we are still holding Mr. Orino's final warrant in the amount of approximately $2,500.00.

All money due on this contract, with the exception of this final warrant, has been paid, and the final will probably be released in the very near future.

Very truly yours,

Secretary

DOD:RS

NOTED
D. G. DeSart

Law Offices of
G. B. McCLUSKEY
TOLEDO, OREGON

May 4, 1942

Oregon State Highway Commission
Salem, Oregon

Attention Mr. J. H. Probert

Dear Sir:

I represent Cape Foulweather Quarry, who has a balance of about $2700.00 due from Sam Oino, who was contractor at Depoe Bay last year in certain highway construction work. Orino claims that he has never been able to get final settlement from the State, which he gives as his reason for refusing to pay the Quarry Company for rock. I will appreciate your advising me as to the truth of his statement.

Yours truly,

G B McCluskey

G. B. McCluskey

GBM:md

RECEIVED
MAY [illegible] - 1942

RECEIVED
APR 28 1942
OR FILING

11[illegible]-C-[illegible]

April 28, 1942

Mr. Joseph A. Boyce, Manager,
United States Fidelity & Guaranty Co.
1112 Bedell Building
Portland, Oregon

Dear Sir:

This acknowledges your letter of April 27 advising that you have no objection to the release of the final payment to contractor Sam Orino in connection with his contract, No. 2409, with the State Highway Commission for construction of the Depoe Bay Section of the Oregon Coast Highway, in Lincoln County.

We take it that this supersedes your letter of April 24 requesting that such final payment be withheld and we are governing our actions accordingly. Thank you for your letter.

Very truly yours,

Secretary

HBG:AM

REFERRED TO
DeSart
BY SECRETARY

Note on card
and file Boyce letter in contract

NOTED
D. G. DeSart

RECEIVED
APR 28 1942
FOR FILING

11C-C-3

April 27, 1942

Mr. Joseph A. Boyce, Manager,
United States Fidelity & Guaranty Co.
1112 Bedell Building
Portland, Oregon

Dear Sir:

This acknowledges receipt of your letter of April 24, 1942, advising that you cannot, at this time, consent to the release of the final payment to Sam Orino in connection with state highway contract No. 2409, Depoe Bay Section of the Oregon Coast Highway, in Lincoln County.

We are glad to comply with your request that the payment be withheld until you have given your consent to the release and will, therefore, hold the final warrant until receiving further notice from you.

Very truly yours,

Secretary

ADD:AM

cc - H. S. Hawke

NOTED
D. G. DeSart

RECEIVED
APR 14 1942
FOR FILING

April 13, 1942

United States Fidelity & Guaranty Co.
Raymond C. Weiss, Agent
Bedell Building
Portland, Oregon

Gentlemen:

You are hereby notified that State Highway contract No. 2409 for work on the Depoe Bay Section of the Oregon Coast Highway, in Lincoln County, has been completed by the contractor, Sam Orino, and that final settlement will be made on or after April 23, 1942.

There is one claim filed against this contract, in the amount of $118.00, of which you have been previously notified, and another probable claim by a claimant named Hopkins, about which our Legal Department is attempting to obtain more information.

This notice is served upon you since you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractor in connection with this contract will be $82,908.04, including final payment, of which $625.67 is for force account work. This contract was completed on December 23, 1941, and accepted by the Commission February 13, 1942.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

MEA

NOTED
D. G. DeSart

RECEIVED
APR 25 1942
FOR FILING
OREGON STATE HIGHWAY COMMISSION

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN
PORTLAND
HURON W. CLOUGH, MEMBER
CANYONVILLE
HERMAN OLIVER, MEMBER
JOHN DAY

OREGON
STATE HIGHWAY COMMISSION

R. H. BALDOCK, CHIEF ENGINEER
C. B. McCULLOUGH, ASS'T CHIEF ENGINEER
J. M. DEVERS, CHIEF COUNSEL
H. B. GLAISYER, SECRETARY

INTER-DEPARTMENTAL CORRESPONDENCE

SALEM

110-C-2

April 9, 1942

IN REPLY PLEASE REFER TO FILE NO.

Mr. G. R. Metzker,
Attorney at Law,
St. Helens, Oregon.

Dear Sir:

I believe that you at one time told me that you were no longer serving Mr. and Mrs. Hopkins as their attorney. If you are not serving in that capacity any longer I would like to know if you can tell me who there attorney is.

The reason I am asking is that when you and I discussed this controversay at one time my memory is that I told you that before we settled with our contractor I would get in touch with you to see if the Hopkins had any undisposed of claim against the contractor.

I am now advised by the Highway Engineer that this job is ready for acceptance and for final settlement and I believe that the State owes the contractor something like $2500—perhaps a little more, perhaps a little less than that amount—and I have requested that final settlement be withheld until I could get word from you.

I will appreciate any information you can give me.

Yours very truly,

J. M. DEVERS

JMD:PW

cc D. DeSart ✓

DeSart
BY S

[illegible] [illegible] [illegible]
[illegible]

NOTED
D. G. DeSart

FORM E-30 30M 6-41

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 13, 1941

Subject:

To:

Mr. C. B. McCullough,

Office.

Dear Sir:

The State has a contract with Sam Orino for some highway work at Depoe Bay. In connection with the work considerable shooting was necessary and Mr. Hopkins claims that his property was damaged.

I have a condemnation action pending involving the same property. The case was to be tried this coming week but because of the illness of Mr. Hopkins it has been continued.

A few weeks ago our resident man called me and said that Mr. Hopkins was going to get an injunction against the contractor and stop the work because of damage being done to the property. I got in touch with Mr. Hopkins' attorney and asked that no injunction be sought and I assured him that before we settle with our contractor we would give Mr. Hopkins and his attorney an opportunity to present their claim and we would endeavor to have that controversy settled before final settlement was made on the job.

Will you please, therefore, flag that contract and see that final settlement is not made until I can have an opportunity to notify Mr. Hopkins' attorney, Glenn Metsker at St. Helens, and make good my assurance? Mr. Metsker refrained from any injunction proceeding upon receipt of my promise.

Yours very truly,

J. M. Devers
J. M. DEVERS.

JMD:PW

110-C-3

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

Stencil No. 9.

IN YOUR REPLY PLEASE
REFER TO FILE No.

RECEIVED
APR 9 1942
FOR FILING

April 8, 1942

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Final inspection of Oregon SN-FAP 110-C (3), the Depoe Bay Section of the Oregon Coast Highway, was made by a representative of this office on March 23, 1942.

Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L. Caufield

L. J. Caufield
Sr. Highway Engineer

Jon

D. DeSart

RECEIVED
APR 7 1942
FOR FILING

110-9-3

April 6, 1942

Dolan Construction Company
Tillamook, Oregon

Gentlemen:

We have your letter of April 1 advising of your claim, in the amount of $118.00, against Sam Orino for labor and equipment furnished him on his contract No. 2409 for grading and surfacing the Depoe Bay Section of the Oregon Coast Highway, in Lincoln County.

We are calling this claim to the attention of his surety, the United States Fidelity and Guaranty Company, Raymond C. Weiss, Resident Agent, Bedell Building, Portland, and advise that you do the same. We also advise that you file your claim with the Secretary of State in accordance with Chapter 517, Oregon Laws, 1939, copy of which is attached for your guidance.

For your information we advise that Mr. Orino completed work on this project December 23, 1941, and the Commission accepted the same on February 13, 1942.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

DD/mm

NOTED
D. [illegible] DeBart

DOLAN CONSTRUCTION COMPANY
GENERAL CONTRACTORS
MANUFACTURERS OF CONCRETE PIPE
SAND - GRAVEL - CRUSHED ROCK
PHONE 80-J
TILLAMOOK, OREGON

April 1,1942

Oregon State Highway Commission

Salem, Oregon.

Gentlemen:

This is to advise that we have a claim against Sam Orino in the amount of $118.00, for labor and equipment furnished him on the Depoe Bay State Highway Job.

Statements have been mailed to Sam Orino every month, but he has paid no attention to them.

This labor and equipment was furnished during the months of June, July and August, 1941.

Very truly yours,

DOLAN CONSTRUCTION COMPANY

By A. J. Dolan

REFERRED TO [illegible]
BY SECRETARY
Usual action

RECEIVED
MAR 24 1942
FOR FILING

110-C-3

March 23, 1942

United States Fidelity & Guaranty Co.
Raymond C. Weiss, Agent
Bedell Building
Portland, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Sam Orino, on contract No. 2409, covering work on the Depoe Bay Section of the Oregon Coast Highway, in Lincoln County. This payment, in the amount of $7,484.59, will be made on or after April 2, 1942. The retained percentage is $2,484.57.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Kindly acknowledge receipt of this letter.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

MM

[illegible]
D. [illegible]Sart

RECEIVED
MAR 24 1942
FOR FILING

110-C-2

March 23, 1942

United States Fidelity & Guaranty Co.
Raymond C. Weiss, Agent
Bedell Building
Portland, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Sam Orino, on contract No. 2409, covering work on the Depoe Bay Section of the Oregon Coast Highway, in Lincoln County. This payment, in the amount of $7,484.59, will be made on or after April 2, 1942. The retained percentage is $2,484.57.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Kindly acknowledge receipt of this letter.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

MM

[illegible]
D. [illegible] Sart

Form E-1—5M—8-41

110-C-3

1

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending March 14, 1942, 19

Section Depoe Bay

Kind of work Grading; Surfacing; Oiling; Wa

Highway Oregon Coast

Section prefix 21-1113

Contractor Sam Orino

Contract number 2409

Date of contract Jan. 10, 1941, 19

Date of completion Aug. 31, 1942, 19

Date work started Jan. 15, 1941, 19

Estimated date of completion , 19

Amount of contract $81,600.00

Per cent of time elapsed %

Estimated cost of completed project, exclusive of engineering $84,861.97

Per cent of contract completed, based on total contract price . . . . %

Engineering cost to date, $8590, %

Date project was completed Dec. 23, 1941, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

FINAL REPORT.

Semi-Final estimate shipped Friday. Map and profile not completed and will be shipped in about two weeks. All work being done short handed and no effort will be made to acquire a full crew till absolutely necessary.

NOTED
WEBBER

RECEIVED
MAR 16 1942

NOTED
E. M. [illegible]

Signed S. Walter

Address Newport.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%;

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							
....							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

STATE PRINTING DEPT.

RECEIVED
FEB 24 1942
FOR FILING

110-C-3

February 21, 1942

Mr. Sam Orino
Foot of S. W. Porter
Portland, Oregon

Dear Sir:

The State Highway Commission, at its meeting on February 13, 1942, granted you the extension of time requested from August 31 to December 23, 1941, without penalty, in connection with contract No. 2409 for grading, surfacing and construction of a retaining wall on the Depoe Bay Section of the Oregon Coast Highway, in Lincoln County.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

MM

cc - F. D. Mason

RECEIVED
JAN 15 1942
FOR FILING

110 - C - 3

January 9, 1942

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

Will you kindly concur in an extension of time for Sam Orino on the Depoe Bay Section of the Oregon Coast Highway, Contract No. 2409, FA 110-C (3), from August 31, 1941, to December 23, 1941, with engineering penalty.

Very truly yours,

R. H. Baldock
Chief Engineer

RHB/mm

cc - H. G. Smith

R

RECEIVED
NOV 12 1941
FOR FILING

110-C-3

OREGON STATE HIGHWAY COMMISSION

November 10,1941

Mr. A. T. Hawkinson
Hawkinson Tread Service
55 S. E. Eleventh Avenue
Portland, Oregon

Cross Referenced To
Const.
Condition Complaints

Dear Sir:

The Honorable Earl Snell, Secretary of State, has referred to us your letter of October 24.

I am very sorry that some of the tar was sprayed on your car. This was a contract job and we instructed our contractor to be very careful of this sort of thing. I brought it to the attention of our engineers and we will do all in our power to prevent the repetition of such an occurrence.

I thank you very much for calling the matter to our attention.

Very truly yours,

R. H. Baldock
Chief Engineer

RHB:HI
cc Mr. Earl Snell
Mr. H. G. Smith
Mr. F. D. Mason

FORM 6-60 20M 6-41

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 7, 1941

Subject:

To:

Mr. R. H. Baldock,
Chief Engineer.

Dear Sir:

I am returning herewith the letter from Mr. A. T. Hawkinson of the Hawkinson Tread Service addressed to Earl Snell, which you referred to me for a report.

The oiling work referred to by Mr. Hawkinson was being done by J. C. Compton recently on the Depoe Bay project. I am informed by the resident engineer that there is some justification for the complaint and that the resident engineer and inspectors complained to Mr. Compton's superintendent and to the driver of the pilot car that more care and judgment must be used in carrying traffic past the oiling operation. However, on several occasions the pilot car was driven past the oiler when in operation, causing some smoke and oil mist to carry onto the passing vehicles.

Yours very truly,

F D Eason

F. D. EASON,
Division Engineer.

FDE:AM

Hawkinson Tread 'your Tires'

HAWKINSON TREAD SERVICE
AUTHORIZED AGENT
55 S. E. ELEVENTH AVE.—AT SANDY
~~[illegible]~~
PHONE EAST 2472
PORTLAND, OREGON

October 24, 1941.

RECEIVED
OCT 30 1941
OFFICE OF
DIVISION ENGINEER
DIVISION NO. 2

Respectfully referred to
State Highway Department

Earl Snell
10-27-41

Earl Snell,
Secretary of State,
Salem, Oregon.

Dear Mr. Snell:

We appreciate the improvements that you are making on our highways in the State of Oregon, but the men who put in these roads should be a little more considerate of the public who are the ones actually paying for these roads.

I had an occasion to take a business trip down to Newport. I want over a new piece of road just south of Depot Bay and there was a pilot car taking us through this new stretch of road. It was O. K. going South but coming back following the pilot car, we met a truck with a tar sprayer on it. There was no place to turn out and my new car was sprayed with fresh tar. The thing that burned me up most was the man who was operating the sprayer. He was grining because he knew that our cars were getting sprayed with tar. I would have been very happy if the pilot car had stopped us before we reached the stretch of road that was being sprayed and had made us wait until it was safe for us to pass through. I would much rather have waited quite a length of time than have my car sprayed with tar. I don't know wether or not you have received any more complaints but if you don't I will feel that you should have gotten quite a number of letters bringing this matter to your attention..

I hope that you will take this letter in the same spirit that I am writing it in, in other words I know that you want these matters brought to your attention.

Yours very truly,

A T Hawkinson

Hawkinson Tread Service.

ATH/h

ASK FOR HAWKINSON TREAD - - NOT A RETREAD - - NOT A RECAP

RECEIVED
SEP 24 1941
FOR FILING

11[illegible]

R

September 23rd, 1941

U.S. Fidelity & Guaranty Co.
H. K. Sprott, Agent
Bedell Building
Portland, Oregon

Gentlemen:

Reference is made to our contract with Ben Orino on the Depoe Bay Section, FAP 110-C (3), Contract No. 2409.

The completion date on this contract is August 31st, 1941, and the contractor has overrun his time without justifiable reasons. We have used every effort to have Mr. Orino complete this job so that it can be oiled during the present weather. There remain a few hundred yards of rock to be furnished, with considerable street work to be done.

We are informed by the commercial operators who are furnishing Mr. Orino rock that he has not paid for the rock already furnished and that they will furnish no more rock until the bills have been settled. We also understand that he has failed to make payment for water which he has used on the job and that has been cut off.

Mr. J. C. Compton has advised that he is ready to proceed with the oiling, and there is every indication that the weather will be suitable for the work, but we are uncertain whether or not to permit Compton to order his oil in view of Orino's dilatory tactics in failing to complete the work.

It is not our intention in thus notifying you to ask you to assume responsibility for the work but merely to use your influence with Orino to get the job completed within the next few days. If this job is not completed within the next two weeks, it will greatly impede travel on this highway for the entire winter. The people of Depoe Bay and the patrons of the road have been very patient throughout the summer, but they are now becoming very exasperated, and if immediate steps are not taken to clean up the job, I am sure that it will greatly detract from Orino's reputation with the Commission

Very truly yours,

R. H. BALDOCK
CHIEF ENGINEER

B

R

RECEIVED
AUG 11 1941
FOR FILING

110-C-3

August 8, 1941

Mrs. E. W. Hopkins
View Variety Shop
Depoe Bay, Oregon

Cross Referenced To
Adm.
Insurance
Property Damage

Dear Madam:

In response to your communication of August 5, advise that Sam Orino, the contractor on the Depoe Bay job, is bonded by the United States Fidelity & Guaranty Company, Raymond G. Weiss, Agent, Bedell Building, Portland, Oregon.

I have asked our Acting Division Engineer, Mr. Paul Van Scoy, to stop and see you the next time he passes through Depoe Bay.

Very truly yours,

R. H. Baldock
Chief Engineer

RHB:HI
cc Mr. Paul Van Scoy

RECEIVED
7 1941

#2469

View Variety Shop.
De Poe Bay, Oregon.

August 5,1941.

State Highway Commission
Salem Oregon.

Gentlemen;-

Much damage has been done to our property and person by reckless blasting by your Contractor Sam Orine. My husband talked to Mr Mc Cullough by telephone, and protested this reckless blasting June 23,1941. He advised that he would send over an Engineer to see about it. To date no one has appeared.

Will you advise me if your Contractor Sam Orine is properly bonded and with what Company, He issued a requisition to pay for damage done to some of my property and told me to get it fixed, to date after two months. I am being billed for this work, which apparently has not been paid for by him, altho I tendered requisition at time.

United States Fidelity & Guaranty Co.
Raymond C. Weiss, Agt.
Bedell Bldg, Portland
Bond for $81,590

Before any more blasting is done will you advise me regarding this matter.

Incidently your Engineer Frank Niles gave orders to Sam Orine's Workmen to make dangerous shots without warning us.

Very Truly
Mrs. H. W. Hopkins
Mrs. H. W. Hopkins

REFERRED TO
Mr McCullough
BY SECRETARY

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JUL 16 1941
FOR FILING

110-C-3

7e

R

January 10, 1941

Mr. [illegible]
Foot of S. W. Porter St.
Portland, Oregon

Dear Sir:

Confirming my telegram to you of this date, the State Highway Commission has today awarded to you the contract for grading and surfacing on the Depoe Bay Section of Oregon Coast Highway, in Lincoln County. This award was based on your bid of $81,530.00 submitted on December 17, 1940.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

MS
cc - S. H. Probert
C. S. Paxson

Get confirmed

M

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM	☐	ORDINARY	☐
DAY LETTER	☐	URGENT RATE	☐
SERIAL	☐	DEFERRED	☐
NIGHT LETTER	☐	NIGHT LETTER	☐
SPECIAL SERVICE	☐	SHIP RADIOGRAM	☐

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

COPY OF
WESTERN UNION TELEGRAM

SALEM, OREGON, JANUARY 10, 1941

MR. SAM ORINO
FOOT OF S. W. PORTER ST.
PORTLAND, OREGON

STATE HIGHWAY COMMISSION AWARDED YOU TODAY CONTRACT FOR THE DEPOE BAY SECTION OF OREGON COAST HIGHWAY BASED ON YOUR LOW BID SUBMITTED ON DECEMBER 17, 1940. CONTRACT FORMS FOLLOW SHORTLY.

H. B. GLAISYER SECRETARY
STATE HIGHWAY COMMISSION

File

By L J Caufield
L. J. Caufield
Sr. Highway Engineer

Encls.

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FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1
POST OFFICE BUILDING
PORTLAND, OREGON

RECEIVED
MAY 17 1941
OREGON
STATE HIGHWAY COMMISSION

~~Stencil No. 12~~

IN YOUR REPLY PLEASE REFER TO FILE No. Oregon SN-FAP 110-B (3)
Depoe Bay Section
Oregon Coast Highway

May 16, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the ____________________ project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Sr. Highway Engineer

Encls.

WA4 PR-16012

Form P. R. 2

State Oregon

Federal Aid Project No. [illegible]-FAP 110-C(3)

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 4th day of April, 1941 by and between the Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Federal Works Administrator, hereinafter called the Administrator, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 15th day of July, 1924, a project statement, which was approved on the 6th day of September, 1924, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated for the administration of the Federal Highway Act, has furnished surveys, plans, specifications, and estimates for Section C(3) of said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 2d day of December 1940; and

Whereas the Administrator has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of fifty-three thousand, seven hundred forty and no/100 dollars ($53,740.00) as the share of the United States payable under said act on account of Section C(3) of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Administrator do hereby mutually agree as follows:

10—11870

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State : Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 329, laws 1939.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources
(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 373+00 in Sec. 5, T. 9 S., R. 11 W., W. M., and survey station 430+50 in Sec. 8, T. 9 S., R. 11 W., W. M.

, length 1.088 miles, in Lincoln County, being Section C(3) of Oregon Federal Aid project No. SN-FAP 110, consisting of 1.025 miles of roadway and 1 bridge~~s, each~~ of more than 20 feet clear span, 0.063 of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

Article III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Administrator or his agents, and in accordance with the laws of said State, the rules and regulations of the Administrator, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Administrator or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Administrator, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

16—11379

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section C(3) of said project shall not in any event exceed the sum of fifty-three thousand, seven hundred forty and no/100 dollars ($53,740.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of eighty-eight thousand, ninety-three and 88/100 dollars ($88,093.88), the approved total estimated cost of Section C(3) of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Administrator shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer
(Official or depository)
hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)
of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Administrator after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

The Administrator reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 529, laws 1939.
(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Administrator on the ________ day of MAY 1 - 1941, 19__

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell
Chairman, State Highway Commission
(Title of officer)

By Huron W. Clough
Member, State Highway Commission
(Title of officer)

By Herman Oliver
Member, State Highway Commission
(Title of officer)

By ____________________
____
(Title of officer)

By ____________________
____
(Title of officer)

FEDERAL WORKS ADMINISTRATOR,

By H. J. O'Leary
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—11379

Form PR. 3—Revised

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Agency as Federal Aid Project No. NH-FAP 110-C(3) State of Oregon.

Second. That in accordance with said provisions I have approved the sum of $88,093.00 as the total estimated cost of said project, and the sum of $53,740.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this ______ day of ______ one thousand nine hundred and MAY 1 - 1941

Federal Works Administrator,

By ______
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—10120

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FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

~~UNITED STATES DEPARTMENT OF AGRICULTURE~~
~~BUREAU OF PUBLIC ROADS~~
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

(Stencil #28)

RECEIVED
MAR 27 1941
OREGON
STATE HIGHWAY COMMISSION

IN YOUR REPLY PLEASE
REFER TO FILE No. Oregon SN-FAP 110-C(3)
Depoe Bay Section of Ore.Coast Hwy.

March 26, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature and return to this office.

Enclosed is an approved copy of the detail estimate, upon which the agreement was based, together with approved copy of specifications.

Very truly yours,

W. H. LYNCH
District Engineer

By A. F. Morris
A. F. Morris
Senior Highway Engineer

a

UNITED STATES FIDELITY AND GUARANTY COMPANY
PORTLAND OFFICE
1112 BEDELL BUILDING, PORTLAND, OREGON
TELEPHONE: ATWATER 8511

MORRISON K. SPROTT
Manager

JOSEPH A. BOYCE
Superintendent of Claims

110-C-3

March 7, 1941

Mr. H. B. Glaisyer
Sec. of Oregon State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

RE: Sam Orino - 58609-12-44-41

We have a bond in the amount of $81,590.00 outstanding for Sam Orino to cover a contract of a similar amount for grading retaining wall and bituminous surfacing at Depoe Bay, Lincoln County, Oregon.

We would like very much to know the present status of this contract and enclose herewith a form which may be used for this purpose. We would appreciate it very much if you would kindly complete the enclosed form and then return it to us. We enclose a self addressed envelope for your convenience in replying and want to take this opportunity to thank you for your kindness.

Yours very truly,

M. K. Sprott
Manager

RCW:AS
Encl.

NOTED
D. G. DeSart

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January 27, 1941

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

We are enclosing herewith seven copies of estimate as basis for project agreement for the Depoe Bay Section, Project No. FA 110-C (3).

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/OS

Encl.

Oregon State Highway Department — Federal Aid Project No. 110-C (3)

DEPOE BAY SECTION OF THE

OREGON COAST HIGHWAY IN LINCOLN COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, January 22, 1941

80' Roadway (Sta. 373+00 to 386+97.9) (Sta. 390+30.7 to 398+00)

All Required		Clearing and Grubbing		$ 557.00
All Required		Removal of Masonry Walls		400.00
620	cu. yds.	Structural Excavation, Common	$ 0.50	310.00
922	cu. yds.	Structural Excavation, Solid Rock	1.50	1,383.00
16,750	cu. yds.	General Excavation, Common	0.20	3,350.00
1,680	cu. yds.	General Excavation, Solid Rock	0.20	336.00
6,140	yd. sta.	Short Overhaul	0.01	61.40
100	C-yd.sta.	Long Overhaul	0.25	25.00
400	lin. ft.	Rounding Cutbanks	0.10	40.00
0.41	mile	Finishing Roadbed and Slopes	1,000.00	410.00
290	cu. yds.	Salvaging Surfacing Materials	0.50	145.00
370	lin. ft.	12" Concrete Pipe	0.90	333.00
248	lin. ft.	18" Concrete Pipe	2.25	558.00
150	lin. ft.	Salvaging Culvert Pipe	0.50	75.00
9	only	Concrete Catch Basins	30.00	270.00
3	only	Concrete Catch Inlets	10.00	30.00
120	cu. yds.	Concrete Curbs	24.00	2,880.00
1,100	cu. yds.	Class "A" Concrete	18.00	19,800.00
100,000	lbs.	Metal Reinforcement	0.055	5,500.00
1,100	lin. ft.	Rubble Masonry Parapet Wall	2.35	2,585.00
7,100	tons	6" - 0" Rock in Base	0.85	6,035.00
2,390	tons	3/4" - 0" Rock in Base and Shoulders	1.60	3,824.00
70	M-gals.	Sprinkling	1.00	70.00
0.41	mile	Preparation of Base	300.00	123.00
1,730	tons	Furnishing and Placing Aggregates	2.25	3,892.50
100	tons	Furnishing and Placing 151-200 Asphalt	25.00	2,500.00
19	tons	Furnishing and Placing MC-4 or Emulsified Asphalt	25.00	475.00
			Subtotal	$ 56,067.90
			10% Engr. & Cont.	5,606.79
			Total	$ 61,674.69

Length 0.410 mile

Cost per mile $ 150,426.31

22' Roadway (Sta. 398+00 to 419+50)

All Required		Clearing and Grubbing		$ 552.00
52	cu. yds.	Structural Excavation, Common	$ 0.50	26.00
18	cu. yds.	Structural Excavation, Solid Rock	1.50	27.00
110	cu. yds.	Trench Excavation, Common	0.50	55.00
33,655	cu. yds.	General Excavation, Common	0.20	6,731.00
3,380	cu. yds.	General Excavation, Solid Rock	0.20	676.00
157,600	yd. sta.	Short Overhaul	0.01	1,576.00
850	C-yd.sta.	Long Overhaul	0.25	212.50
2,600	lin. ft.	Rounding Cutbanks	0.10	260.00
0.41	mile	Finishing Roadbed and Slopes	1,000.00	410.00
330	cu. yds.	Salvaging Surfacing Materials	0.50	165.00
80	lin. ft.	36" Concrete Pipe	5.50	440.00
130	lin. ft.	Salvaging Culvert Pipe	0.50	65.00
4,250	tons	6" - 0" Rock in Base	0.85	3,612.50
1,440	tons	3/4" - 0" Rock in Base and Shoulders	1.60	2,304.00
60	M-gals.	Sprinkling	1.00	60.00
0.41	mile	Preparation of Base	300.00	123.00
500	tons	Furnishing and Placing Aggregates	2.25	1,125.00
28	tons	Furnishing and Placing 151-200 Asphalt	25.00	700.00
6	tons	Furnishing and Placing RC-4 or Emulsified Asphalt	25.00	150.00
			Subtotal	$ 19,270.00
			10% Engr. & Cont.	1,927.00
			Total	$ 21,197.00

Length 0.407 mile
Cost per mile $ 52,081.08

29' Roadway (Sta. 419+50 to 430+50)

All Required		Clearing and Grubbing		$ 282.00
10	cu. yds.	Structural Excavation, Common	$ 0.50	5.00
4	cu. yds.	Structural Excavation, Solid Rock	1.50	6.00
165	cu. yds.	General Excavation, Common	0.20	33.00
20	cu. yds.	General Excavation, Solid Rock	0.20	4.00
12,270	yd. sta.	Short Overhaul	0.01	122.70
400	C-yd. sta.	Long Overhaul	0.25	100.00
0.21	mile	Finishing Roadbed and Slopes	1,000.00	210.00
108	lin. ft.	18" Concrete Pipe	2.25	243.00
1,400	tons	6" - 0" Rock in Base	0.85	1,190.00
510	tons	3/4" - 0" Rock in Base and Shoulders	1.60	816.00
16	M-gals.	Sprinkling	1.00	16.00

0.21	mile	Preparation of Base	$ 300.00	$ 63.00
320	tons	Furnishing and Placing Aggregates	2.25	720.00
18	tons	Furnishing and Placing 151-200 Asphalt	25.00	450.00
4	tons	Furnishing and Placing RC-4 or Emulsified	25.00	100.00
			Subtotal	$ 4,360.70
			10% Eng. & Cont.	436.07
			Total	$ 4,796.77

Length 0.208 mile
Cost per mile $ 23,061.39

Bridge (Sta. 386+97.5 to 390+30.7)

.06	mile	Preparation of Base	$ 300.00	$ 18.00
75	tons	Furnishing and Placing Aggregates	2.25	168.75
6	tons	Furnishing and Placing 151-200 Asphalt	25.00	150.00
2	tons	Furnishing and Placing RC-4 or Emulsified Asphalt	25.00	50.00
			Subtotal	$ 386.75
			10% Engr. & Cont.	38.67
			Total	$ 425.42

Length .063 mile

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	Federal Aid Funds	State Funds
60' Roadway	$ 61,674.69	$ 37,623.00	$ 24,051.69
22' Roadway	21,197.00	12,931.00	8,266.00
29' Roadway	4,796.77	2,926.00	1,870.77
Bridge	425.42	260.00	165.42
	$ 88,093.88	$ 53,740.00	$ 34,353.88

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

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110-C-3

January 24, 1941

United States Fidelity and Guaranty Co.
Raymond C. Weiss, Agent
Bedell Building
Portland, Oregon

Gentlemen:

We are sending to you today by express a fully executed copy of contract No. 2409 which was awarded to Sam Orino on January 10, 1941 for 1.11 mi. grading, wall and 1.17 mi. bit. mac. surfacing, of the Depoe Bay Section of the Oregon Coast Highway in Lincoln County.

This copy is being sent to you since you appear as surety on the bond and is for your records and files.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

AM

RECEIVED
JAN 24 1941
FOR FILING

110-C-3

January 24, 1941

Mr. Sam Orino
S. W. Porter Street
Portland, Oregon

Dear Sir:

By express we are forwarding to you a fully executed copy of contract No. 2409 awarded to you on January 10, 1941 for 1.11 miles grading, wall and 1.17 miles bituminous macadam surfacing of the Depoe Bay Section of the Oregon Coast Highway in Lincoln County.

This copy is for your records and files.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

AM

RECEIVED
JAN 13 1941
FOR FILING

110-C-3

January 13, 1941

Mr. Sam Orino
Foot of S. W. Porter Street
Portland, Oregon

Dear Sir:

We are sending you today, on the 10:00 o'clock stage for Portland, four copies of contract No. 2409, which was awarded to you by the State Highway Commission on January 10, 1941, covering work on the Depoe Bay Section of the Oregon Coast Highway, in Lincoln County.

Kindly execute all four copies of this contract as to agreement and bond and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 6, Page 15, of the printed General Provisions, relating to the Workmen's Compensation Act. You are expected to accept the terms of this act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the paragraph on the same page, relating to payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

RS

Secretary

NOTED
D. G. DeSart

RECEIVED
JAN 13 1941
FOR FILING

110-C-3

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

January 11, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Referring to your letter of January 10th, this will confirm our verbal concurrence in award of contract, as of that date, to Sam Orino, who submitted the low bid at the December 17, 1940, bid opening for grading and surfacing Oregon Federal Aid Project SN-FAP 110-C (3), the Depoe Bay Section of the Oregon Coast Highway.

Very truly yours,

W. H. LYNCH
District Engineer

By F. E. Andrews
F. E. Andrews
Sr. Highway Engineer

RECEIVED
JAN 11 1941
FOR FIL

110-C-3

January 10, 1941

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

Please confirm by letter the concurrence given orally by Mr. Davis, of the award today, to Sam Orino, of the contract for grading and bituminous macadam surfacing construction on the Depoe Bay Section of the Oregon Coast Highway, Project SN-FAP 110-C (3).

All rights of way for the project are now acquired.

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

SHP:ER

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

December 2, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S. & E. documents for Oregon Federal Aid Project No. 110-C (3), the Depoe Bay Section of the Oregon Coast Highway, have today been recommended for approval, subject to final review and approval by the Commissioner of Public Roads. This is your authority for advertising.

The amount of Federal Aid funds has necessarily been reduced to $51,800 to avoid overrunning the available funds.

Concurrence in award will be withheld until the right of way is all secured.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

RECEIVED
JAN 31 1941
FOR FILING

November 29, 1940

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed seven copies of estimate and three copies of right of way statement for the Depoe Bay Section, Project No. FA 110-C (3).

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dist. by J. W. Nash/ER

Encl.

Oregon State Highway Department Federal Aid Project No. 110-C (3)

DEPOE BAY SECTION OF THE
OREGON COAST HIGHWAY IN LINCOLN COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, November 29, 1940

80' Roadway (Sta. 373+00 to 386+97.5) (Sta. 390+70.7 to 398+00)

All Required		Clearing and Grubbing		$ 440.00
All Required		Removal of Masonry Walls		500.00
620	cu. yds.	Structural Excavation, Common	$ 1.00	620.00
922	cu. yds.	Structural Excavation, Solid Rock	2.00	1,844.00
16,750	cu. yds.	General Excavation, Common	.25	4,187.50
1,680	cu. yds.	General Excavation, Solid Rock	1.00	1,680.00
6,140	yd. sta.	Short Overhaul	.007	42.98
100	C-yd.sta.	Long Overhaul	.40	40.00
400	lin. ft.	Rounding Cutbanks	.10	40.00
0.41	miles	Finishing Roadbed and Slopes	300.00	123.00
290	cu. yds.	Salvaging Surfacing Materials	.80	232.00
370	lin. ft.	12" Concrete Pipe	1.00	370.00
248	lin. ft.	18" Concrete Pipe	2.00	496.00
150	lin. ft.	Salvaging Culvert Pipe	.80	120.00
9	only	Concrete Catch Basins	25.00	225.00
3	only	Concrete Catch Inlets	20.00	60.00
120	cu. yds.	Concrete Curbs	20.00	2,400.00
1,100	cu. yds.	Class "A" Concrete	24.00	26,400.00
100,000	lbs.	Metal Reinforcement	.055	5,500.00
1,100	lin. ft.	Rubble Masonry Parapet Wall	5.00	5,500.00
7,100	tons	6" - 0" Rock in Base	1.00	7,100.00
2,390	tons	3/4" - 0" Rock in Base and Shoulders	1.50	3,585.00
70	M-Gals.	Sprinkling	1.50	105.00
0.41	mile	Preparation of Base	100.00	41.00
1,730	tons	Furnishing and Placing Aggregates	2.50	4,325.00
100	tons	Furnishing and Placing 151-200 Asphalt	25.00	2,500.00
19	tons	Furnishing and Placing RC-4 or Emulsified Asphalt	25.00	475.00
		Subtotal		$ 68,951.48
		10% Engr. & Cont.		6,895.14
		Total		$ 75,846.62

Length 0.410 mile

Cost per mile $ 184,991.75

22' Roadway (Sta. 398+00 to 419+50)

All Required		Clearing and Grubbing		$ 440.00
52	cu. yds.	Structural Excavation, Common	$ 1.00	52.00
18	cu. yds.	Structural Excavation, Solid Rock	2.00	36.00
110	cu. yds.	Trench Excavation, Common	1.00	110.00
33,655	cu. yds.	General Excavation, Common	.25	8,413.75
3,380	cu. yds.	General Excavation, Solid Rock	1.00	3,380.00
157,600	yd. sta.	Short Overhaul	.007	1,103.20
850	C-yd.sta.	Long Overhaul	.40	340.00
2,600	lin. ft.	Rounding Cutbanks	.10	260.00
0.41	mile	Finishing Roadbed and Slopes	300.00	123.00
330	cu. yds.	Salvaging Surfacing Materials	.80	264.00
80	lin. ft.	36" Concrete Pipe	5.00	400.00
130	lin. ft.	Salvaging Culvert Pipe	.80	104.00
4,250	tons	6" - 0" Rock in Base	1.00	4,250.00
1,440	tons	3/4" - 0" Rock in Base and Shoulders	1.50	2,160.00
60	M-gal.	Sprinkling	1.50	90.00
0.41	mile	Preparation of Base	100.00	41.00
500	tons	Furnishing and Placing Aggregates	2.50	1,250.00
28	tons	Furnishing and Placing 151-200 Asphalt	25.00	700.00
6	tons	Furnishing and Placing RC-4 or Emulsified Asphalt	25.00	150.00
			Subtotal	$ 23,666.95
			10% Engr. & Cont.	2,366.69
			Total	$ 26,033.64

Length 0.407 mile

Cost per mile $ 63,964.71

29' Roadway (Sta. 419+50 to 430+50)

All Required		Clearing and Grubbing		$ 230.00
10	cu. yds.	Structural Excavation, Common	$ 1.00	10.00
4	cu. yds.	Structural Excavation, Solid Rock	2.00	8.00
165	cu. yds.	General Excavation, Common	.25	41.25
20	cu. yds.	General Excavation, Solid Rock	1.00	20.00
12,270	yd. sta.	Short Overhaul	.007	85.89

400	C-yd.sta.	Long Overhaul	$ .40	$ 160.00
0.21	mile	Finishing Roadbed and Slopes	300.00	63.00
108	lin. ft.	18" Concrete Pipe	2.00	216.00
1,400	tons	6" - 0" Rock in Base	1.00	1,400.00
510	tons	3/4" - 0" Rock in Base and Shoulders	1.50	765.00
16	M-gal.	Sprinkling	1.50	24.00
0.21	mile	Preparation of Base	100.00	21.00
320	tons	Furnishing and Placing Aggregates	2.50	800.00
18	tons	Furnishing and Placing 151-200 Asphalt	25.00	450.00
4	tons	Furnishing and Placing RC-4 or Emulsified Asphalt	25.00	100.00
		Subtotal		$ 4,394.14
		10% Engr. & Cont.		439.41
		Total		$ 4,833.55
		Length	0.208 mile	
		Cost per mile	$ 23,238.22	

Bridge (Sta. 386+97.5 to 390+30.7)

.06	mile	Preparation of Base	$ 100.00	$ 6.00
75	tons	Furnishing and Placing Aggregates	2.50	187.50
6	tons	Furnishing and Placing 151-200 Asphalt	25.00	150.00
2	tons	Furnishing and Placing RC-4 or Emulsified Asphalt	25.00	50.00
		Subtotal		$ 393.50
		10% Engr. & Cont.		39.35
		Total		$ 432.85
		Length	.063 mile	

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	Federal Aid Funds	State Funds
80' Roadway	$ 75,846.62	$ 46,267.00	$ 29,579.62
22' Roadway	26,033.64	15,881.00	10,152.64
29' Roadway	4,833.55	2,948.00	1,885.55
Bridge	432.85	264.00	168.85
	$ 107,146.66	$ 65,360.00	$ 41,786.66

DEPOE BAY SECTION

PROJECT NO. FA 110-C (3)

While negotiations for right of way are under way, twenty-five parcels have not been acquired nor has the right to occupy and use these parcels been secured, but it is now believed that all necessary right of way can be made fully available within sixteen days.

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

November 29, 1940

CONTRACT# [redacted] 2410

106-1023 Hoffman Bridge-Grants Creek Sec.
Powers Secondary Hwy. 1940

#2410

P.H. Baldock 106-1023

May , 1942

NOTED
Highway Engineer

FINAL COST ANALYSIS
Hoffman Bridge-Grants Creek Section
Powers Secondary Highway in Coos County

Prefix 106-1023

Contract 2410
O. C. Yocom, Contractor

RECEIVED
JUN 2 1942
FOR FILING

C. C. Gall, Resident Engineer

Item	Cost	Quantity		Unit Cost	Unit Bid	Gross Revenue
Pit Run Gravel in Subbase	$3,997.98	13,513	Cu. Yd.	$0.30	$0.35	$4,729.55
Placing 1"-0 Gravel in Base	832.87	3,173.5	" "	0.26	0.32	1,015.52
Hauling Gravel	3,986.01	41,231.75	Yd. Mi.	0.10	0.10	4,123.18
Sprinkling	307.22	306.3	M-Gal.	1.00	1.00	306.30
Preparation of Base	662.00	8	Miles	82.75	100.00	800.00
Placing 1"-0 Gravel in Binder Course	847.77	956	Cu. Yd.	0.89	1.00	956.00
Hauling Gravel in Binder Course	249.81	2,807.25	Yd. Mi.	0.09	0.10	280.73
Furn. & Plac. Aggregates	3,079.97	1,677.2	Tons	1.84	2.00	3,354.40
" " " RC-4 Asphalt	2,742.77	114.851	"	23.88	24.00	2,756.42
" " " SC-6 "	2,395.84	93.094	"	25.74	23.90	2,224.95
3/4"-½" Cr. Mat'l in S.P.	3,665.90	3,143.2	Cu. Yd.	1.17	1.33	4,180.46
½"-¼" " " " "	3,840.85	3,293.2	" "	1.17	1.33	4,379.96
¼"-0 " " " "	1,399.55	1,200.0	" "	1.17	1.33	1,596.00
¼"-0 Screen Rejections	189.68	758.7	" "	0.25	0.25	189.68
Haul Adjustment - Favor of State		- 7,664.8	Yd. Mi.		0.07	- 536.54
PA #1, Barrelling Excess RC-4 Asphalt	29.26	1.296	Tons	22.58	20.50	26.51
PA #1, Barrelling Excess SC-6 Asphalt	86.68	3.766	"	23.02	21.10	79.46
	$28,505.16					$30,462.64

Gross Revenue	$30,462.64
Total Cost	28,505.16
Net Profit	$1,957.48

Net Profit Equals 6.43% of Gross Revenue

Contract 2410

Details of Cost

Labor:			
Supervision		$800.00	
Labor		7,991.40	
State Industrial Accident Insurance		351.65	
Unemployment Compensation		263.74	
Old Age Benefit		37.91	
			$9,494.70
Materials:			
RC-4 Asphalt	116.147 Tons at $18.50	$2,148.72	
SC-6 "	96.8600 " " 19.10	1,850.03	
			3,998.75
Miscellaneous:			
Equipment Rental (Incl. Repairs)		$6,135.15	
Gas, Oil & Grease		1,943.35	
Rented Equipment, includes gas, oil & grease		3,656.00	
Move In		900.00	
Plant Lumber		250.00	
Small Tools & Misc.		672.65	
Overhead Expense		532.36	
Home Office Expense		617.57	
Bond		304.63	
			15,011.71
			$28,505.16

Contract 2410

Analysis of Crushing Costs

	Cost	Quantity	Unit Cost
Move In & Set Up	$1,904.00	8,976 Cu. Yd.	$0.2121
Load Bar Mat'l to Trucks	1,477.71	" " "	0.1646
Haul " " " Plant	1,022.44	" " "	0.1139
Operate Plant	2,968.28	" " "	0.3307
Cost in Bunker	$7,372.43	8,976 Cu. Yd.	$0.8213

Plant set-up was started February 4th, 1941 and completed March 1st. As the shovel was being used for other purposes, crushing was not started until March 17th. All crushed material in stockpiles and mineral aggregates were produced by April 9th. The plant operated 294 hours to produce 8,976 cu. yds. at an average rate of 30½ cu. yds. per hour. Bar material was loaded by a new 5/8 cu. yd. Lorain dragline shovel into two trucks and hauled about 300 feet to the plant. By means of a 3/16-inch scalping screen fines were removed so that 50% of the passing material would be retained on a 3/4-inch screen. 3/16-Inch scalped material amounted to about 40% of the total bar material.

The plant was a portable Austin-Western type, and an additional three-deck screen mounted on a bunker. The plant was powered by a 100 h.p. diesel engine; the scalping screen and grading screens by automobile engines. In setting up and operating the plant, the contractor took advantage of work that had been done on the site when he had set up there two years before.

Contract 2410

Remarks:

This was a "State Project" and consisted of construction of 8 miles of gravel base, 8 miles of oil mat wearing surface (Type 0-30), furnishing 7,640 cu. yd. of crushed material in stockpiles and other incidental work. The contract was bid and awarded January 14th, 1941. Work was started February 4th, and completed July 28th, 1941.

Pit run gravel was taken from the South Fork of the Coquille River. 13,500 Cu. yds. were loaded into trucks by a 5/8 cu. yd. shovel in 200 hours, at an average rate of 67 cu. yd. per hour. 1"-0 Gravel was taken from the state-owned stockpile 0.4 mile from the job. 3,173 Cu. yd. of this material was loaded by the shovel in 50 hours, at an average rate of 63 cu. yd. per hour. These materials were hauled to place by hired trucks.

Oil was heated by a booster unit at Broadbent and spread by a distributor. Mineral aggregate was picked up from stockpile near the middle of the job and hauled to place in hired trucks.

Three months elapsed between the building up of the grade and crushing of aggregates and the beginning of oiling operations. All oiling work was completed in two weeks' time.

All operations were well supervised and done with excellent equipment, so that the contractor received a fair profit on the job.

E. H. Clymer
Cost Analyst

By . . M. G. Smith

R.

RECEIVED
NOV - 7 1941
FOR FILING

106-1023

November 6, 1941

U. S. Fidelity & Guaranty Company
Ethel A. Cline, Agent
Board of Trade Bldg.
Portland, Oregon

Gentlemen:

You are hereby notified that state highway contract No. 2410, for surfacing and oiling the Hoffman Bridge-Grants Creek Section of the Powers Secondary Highway, in Coos County, has been completed by the contractor O. G. Yocom, and that final settlement will be made on or after November 17, 1941. In accordance with Mr. Yocom's assignment of March 5, 1941, payment will be made to the U. S. National Bank, McMinnville Branch.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is served upon you since you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractor in connection with this contract will be $30,462.64, including final payment, and that no force account work was performed therein. This contract was completed on July 28, and accepted by the Commission on August 15, 1941.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

[illegible]

NOTED
D. C. DeSart

RECEIVED
SEP 17 1941
FOR FILING

106-1023

R

September 17, 1941

United States Fidelity & Guaranty Co,
Ethel A. Cline
Board of Trade Building
Portland, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to O. C. Yocom (assigned to U. S. National Bank, McMinnville Branch) on Contract No.[illegible], Hoffman Bridge-Grants Creek Section of the Powers Secondary Highway in Coos County. This payment in the amount of $1,348.43, will be made on or after Sept. 27, 1941. The retained commission is $910.42.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims,debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Kindly acknowledge receipt of this letter.

Yours very truly,

OA

Secretary

NOTED
D. C. DeSart

R

Form E-1—6M—3-40

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Aug. 2, 1941, 19

Section Hoffman Br. - Grants Creek

Kind of work Surface & Oil

Highway Powers Secondary

Section prefix 106 - 1023

Contractor O. C. Yocom

Contract number 2410

Date of contract Jan. 10, 1941, 19

Date of completion July, 31, 1941, 19

Date work started Feb. 4th, 1941, 19

Estimated date of completion July 28th, 1941, 19

Amount of contract $30,000.00

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering $33,000.00

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date, $1610.00, 5.35 %

Date project was completed July 28th, 1941, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Project was given a final brooming on the 28th and accepted as completed.

There are stockpiles at M.P. 5.4 to be remeasured to complete the field work. Have had no oppartunity to-date to work on the semi-final estimate.

NOTED [illegible]

RECEIVED AUG 4 - 1941

NOTED
RAY WEBBER

Signed C. C. Gall,

Address Marshfield, Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project		8.0		8.0	
Miles partially completed		All		All	
Miles completed		"		"	
Total estimated quantities		16,500		2,000	
Estimated quantities moved or placed to date		All		"	
Average daily quantities				Completed	
Average daily quantities necessary to complete project on time					
Number shifts per day				1	
Hours per shift				8	
Average force on project for week				1	

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders 1, Rollers ...., Mixers ...., Crushing or screening plants ....,

Compressors ...., Bulldozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Rain		
Monday	FAIR		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday	"		

STATE PRINTING DEPT.

RECEIVED
JUN 4 1941
FOR FILING

RECEIVED
JUN 3 - 1941
STATE HIGHWAY

106-1023

UNITED STATES FIDELITY AND GUARANTY COMPANY
PORTLAND OFFICE
1112 BEDELL BUILDING, PORTLAND, OREGON
TELEPHONE: ATWATER 8511

MORRISON K. SPROTT
Manager

JOSEPH A. BOYCE
Superintendent of Claims

June 2, 1941

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

RE: O. C. Yocom - 58612-12-51-41

We have a $30,000.00 bond outstanding for O. C. Yocom covering a contract of a similar amount for contract #2410 covering the construction of the Hoffman Bridge-Grants Creek Section of Powers Secondary Highway, in Coos County.

We would like very much to know of the present status of this contract with the result that we enclose herewith a form which may be used for that purpose. We would appreciate it very much if you would kindly complete the enclosed form and then return it to us in the self addressed envelope you will likewise find enclosed. Please accept our thanks for your kindness.

Yours very truly,

Supt. of Surety

RCW:AS
Encls.

mailed
6-3-41

RECEIVED
MAR 6 1941
FOR FILING

106-1023

March 6, 1941

Mr. O. C. Yocom
Sheridan, Oregon

Dear Sir:

This will acknowledge receipt of the four fully executed copies of an assignment covering all money due or to become due under Contract No. 2410 for construction of the Hoffman Bridge-Grants Creek Section of the Powers Secondary Highway, in Coos County.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

DGD:mbl

a

SHERIDAN, OREGON
PHONE 913

O. C. YOCOM
GENERAL CONTRACTOR

WILLAMINA, OREGON
PHONE 45

RECEIVED
FEB 28 1941
O.S.H.
STATE HIGHWAY COMMISSION

Sheridan, Oregon
February 26, 1941

Oregon State Highway Commission
Salem, Oregon

Attention of Mr. H. B. Glaisyer, Sec.

Dear Sir:

As requested in your letter of the 24th, I am executing and returning four copies of assignment of claim on the Hoffman Bridge-Grants Creek Sec. of the Powers Secondary Highway in Coos County, Contract #2410.

Very truly yours,

O. C. Yocom
O. C. Yocom

Encl.-4
cc: U. S. Nat'l. Bank of Portland,
McMinnville Branch,
McMinnville, Oregon

ocy/gh

REFERRED TO
[illegible]
BY SECRETARY

acknowledge - "noted"
for our records
file assignment and
consent of surety in contract
[illegible]

Reg 424

copy of
consent

February 24, 1941

Mr. O. C. Yocom
Willamina, Oregon

Dear Sir:

On February 4 we received a letter from the U. S. Fidelity and Guaranty Company consenting to the assignment of all moneys due or to become due on your contract No. 2410, for surfacing and oiling the Hoffman Bridge-Grant Creek Section of the Powers Secondary Highway, in Coos County, to the U. S. National Bank of Portland, McMinnville Branch, McMinnville.

As yet we have received no assignment from you on this contract.

Today Mr. Lyle Brindle of the U. S. National Bank of Portland, McMinnville Branch, Called this office in regard to their copy of this assignment. He advised us that he understood from you that this assignment had been made some time ago. Since we have no record of ever having received it we are enclosing five copies of an assignment for this contract.

Will you please execute them and return four copies to this office. We will then furnish the bank at McMinnville a copy.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

DGD:RS
encl.

By

Secretary

cc - U. S. National Bank of Portland
McMinnville Branch
McMinnville, Oregon.

Attention: Mr. Lyle Brindle

February 4, 1941

United States Fidelity &
Guaranty Company,
1112 Bedell Building
Portland, Oregon

Attention: Raymond C. Weiss,
Attorney-in-fact

Gentlemen:

This acknowledges receipt of your letter of February 3 consenting to the assignment by G. C. Yocom of all money due or to become due him under State Highway Contract No. 2410 covering the construction of the Hoffman Bridge-Grants Creek Section of Powers Secondary Highway, in Coos County.

Thank you for this letter, which I shall file with Mr. Yocom's request for the assignment when received.

Yours very truly,

HBG:MC Secretary

REFERRED TO
DeHart
BY SECRETARY

watch for assignment - when received file both with contract
see me

RECEIVED
JAN 24 1941
FOR FILING

116-1023

a

January 24, 1941

Mr. O. C. Yocom
Willamina, Oregon

Dear Sir:

By express we are forwarding to you a fully executed copy of contract No. 2410 awarded to you on January 10, 1941 for the 8.0 Mi. Surfacing and Oiling of the Hoffman Bridge-Grants Creek Section of the Powers Secondary Highway in Coos County.

This copy is for your records and files.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

AM

a

RECEIVED
JAN 24 1941
FOR FILING

106-1023

January 24, 1941

United States Fidelity and Guaranty Co.
Raymond C. Weiss, Agent
Bedell Building
Portland, Oregon

Gentlemen:

We are sending to you today by express a fully executed copy of contract No. 2410 which was awarded to O. C. Yocom on January 10, 1941 for 8.0 Mi. Surfacing and Oiling of the Hoffman Bridge-Grants Creek Section of the Powers Secondary Highway in Coos County.

This copy is being sent to you since you appear as surety on the bond and is for your records and files.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

AM

RECEIVED
JAN 18 1941
FOR FILING

106-1023

January 13, 1941

Mr. O. C. Yocom
Willamina, Oregon

Dear Sir:

We are sending you today by express four copies of Contract No. 2410 which was awarded to you by the State Highway Commission on January 10, 1941, covering the Hoffman-Bridge-Grants Creek Section of the Powers Secondary, in Coos County.

Kindly execute all four copies of this contract as to agreement and bond and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 6, page 15, of the printed General Provisions, relating to the Workmen's Compensation Act. You are expected to accept the terms of this act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the paragraph on the same page, relating to payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

RS

Secretary

NOTED
D. G. DeSart

RECEIVED
JUL 1 9 1941
FOR FILING

106-1023

January 10, 1941

Mr. O. C. Yocum
Willamina, Oregon

Dear Sir:

Confirming my telegram to you of this date, the State Highway Commission has today awarded to you the contract for the Hoffman Bridge-Coarse Creek Section of the Powers Secondary Highway, in Coos County, - 8.0 miles surfacing and oiling. This award was based on your bid of $30,600.00, submitted on December 16, 1940.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

MS
cc - S. H. Probert
C. S. Pearson

Sit confirmed

...CE DESIRED			
...TIC		CABLE	
TELEGRAM		ORDINARY	
DAY LETTER		URGENT RATE	
SERIAL		DEFERRED	
NIGHT LETTER		NIGHT LETTER	
SPECIAL SERVICE		SHIP RADIOGRAM	

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

COPY OF
WESTERN UNION TELEGRAM

SALEM, OREGON, JANUARY 10, 1941

O. C. YOCOM
WILLAMINA, OREGON

STATE HIGHWAY COMMISSION AWARDED YOU TODAY CONTRACT FOR THE HOFFMAN BRIDGE-GRANTS CREEK SECTION OF POWERS SECONDARY HIGHWAY BASED ON YOUR LOW BID SUBMITTED DECEMBER 18, 1940. CONTRACT FORMS FOLLOW SHORTLY.

H. B. GLAISYER SECRETARY
STATE HIGHWAY COMMISSION

file

CONTRACT #2411

17-4201 Kerby Rock Production Proj., 1940
Redwood & Oregon Caves Hwys.
#2411

R.H. Baldock
17-4201

RECEIVED
FEB 6 1942
FOR FILING

January 29th, 1942

FINAL COST ANALYSIS
Kerby Rock Production

Redwood and Oregon Caves Highways in Josephine County
Contract No. 2411 Prefix 17-4201
Lininger & Sons, Contractors Glen Roberts, Resident Engineer

Item	Cost	Quantity	Unit Cost	Unit Bid	Gross Revenue
3/4"-½" Cr. Gravel in S.P.	$4,468.43	4,932.5 cu. yd.	$0.906	$0.95	$4,685.88
½"-¼" " " " "	4,556.67	5,029.9 " "	0.906	0.95	4,778.41
¼"-0 " " " "	1,540.06	1,700.0 " "	0.906	0.20	340.00
Hauling Cr. Gravel, Pile Measure	6,723.45	65,409.1 yd. mi.	0.103	0.07	4,578.64
Screen Rejections	533.38	2,133.5 cu. yd.	0.25	0.25	533.38
Engineering Penalty					- 201.29
	$17,821.99				$14,715.02

Total Cost	$17,821.99
Gross Revenue	14,715.02
Net Loss	$3,106.97

Net Loss Equals 21.11% of Gross Revenue

NOTED
State Highway Engineer

Contract No. 2411

Analysis of Crushing Costs

Item	Cost	Quantity	Unit Cost
Move In and Set Up	$2,474.69	11,662.4 cu. yd.	$0.2122
Load Pit Material	1,606.06	" " "	0.1377
Haul Pit Mat'l to Plant	1,784.61	" " "	0.1530
Plant Operation	3,635.60	" " "	0.3117
Stockpiling Crushed Rock	632.73	" " "	0.0543
Loading from Plant Stockpile	431.47	" " "	0.0370
Sub-Total	$10,565.16	11,662.4 cu. yd.	$0.9059
Haul Crushed Rock	6,723.45	65,409.1 yd. mi.	0.1028
Screen Rejections	533.38	2,133.5 cu. yd.	0.25
Total Cost	$17,821.99		

Contract No. 2411

Details of Cost

Labor:

Supervision	$400.00	
Labor	5,962.62	
State Industrial Accident	190.88	
Unemployment Compensation	190.88	
Old Age Benefit	63.62	
		$6,808.00

Miscellaneous Expenses:

Move In and Set Up	$437.66	
Plant Lumber	309.76	
Install Power Line	500.00	
Equipment Rental (Including Repairs)	5,433.75	
Gas, Oil & Grease	2,433.45	
Electric Power	573.03	
Miscellaneous Expense & Small Tools	546.87	
Overhead Expense	480.31	
Home Office Expense	150.00	
Bond	149.16	
		11,013.99
Total Cost		$17,821.99

Contract No. 2411

REMARKS:

This was a "state Project" and consisted of furnishing approximately 11,700 cu. yds. of crushed gravel in stockpiles. The contract was bid December 18th, 1940 and awarded January 16th, 1941. Work was started February 10th and completed July 28th, 1941. As the work ran two months over the specified completion date of May 31st, an engineering penalty of $201.29 was imposed.

Two months were required to move in and set up the plant. Plant operations were started on April 3rd. Bar material was loaded by a ½-yard Speeder shovel and hauled to the plant in two 3-yard trucks. Bar material was moved to the plant at the rate of 41 cu. yd. per hour. This material was passed over a 30" x 72" single-deck scalping screen which removed ½"-0 material, which made up about 30% of the bar material. The plant reject was carried by a belt conveyor to a bunker where it was loaded into a pit truck and hauled to stockpile, a short distance.

The plant consisted of a new 24" gyratory crusher, a 39-foot bucket elevator and a 3' x 8' triple-deck screen. The plant was operated by commercial electric current through a 75 h.p. and a 25 h.p. motor. Water for washing was delivered by a 3-inch pump operated by a 7½ h.p. motor. Plant production averaged 23½ cu. yd. per hour, while also producing 4 cu. yd. per hour of screen rejections. In four months the plant operated 500 hours to produce 11,660 cu. yds. of crushed gravel in stockpile, 2,130 cu. yd. of screen rejections. During this operation the plant scalped about 6,800 cu. yd. of ½"-0 material which was stockpiled at the plant site.

The high cost of plant erection, due to the contractor's lack of experience, and a low, unbalanced bid were the principal reasons for the loss sustained by the contractor on this job.

E. H. Clymer
Cost Analyst

By . . M. G. Smith

K

RECEIVED
OCT 10 1941
FOR FILING

17-4201

October 9, 1941

H. C. Lininger & Sons
Box 157
Ashland, Oregon

Gentlemen:

The State Highway Commission, at its meeting on September 5, 1941, granted you the extension of time requested, from May 31 to July 30, 1941, without penalty, in connection with contract No. 2411, for the Kerby Rock Production Project, on the Oregon Caves and Redwood Highways, in Josephine County.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

RS

cc - R. D. Lytle

RECEIVED
SEP 12 1941
FOR FILING

17-4201

R

September 11, 1941

The Aetna Casualty & Surety Company
Bates, Lively & Pearson
301 Yeon Building
Portland, Oregon

Gentlemen:

You are hereby notified that State Highway Contract No. 2411, for 11,700 cu. yds. of crushed gravel in stock piles on the Kerby Rock Production Project on the Redwood & Oregon Caves Highway in Josephine County has been completed by the contractor M. C. Lininger & Son and that final settlement will be made by the state with said contractor on or after September 22, 1941.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is served upon you since you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractor in connection with this contract will be $14,916.31, including final payment and that no force account work was performed therein. This contract was completed on July 15, 1941, and accepted by the Commission on September 5, 1941.

Yours very truly,

OA

Secretary

NOTED
D DeSart

R

RECEIVED
AUG 29 1941
FOR FILING

17-4201

August 29, 1941

The Aetna Casualty & Surety Company
Bates, Lively & Pearson
301 Yeon Building
Portland, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to M. C. Lininger & Son, on contract No. 2411, covering the Kerby Rock Production Project on the Redwood & Oregon Caves Highway, in Josephine County. This payment, in the amount of $625.06, will be made on or after September 8, 1941. The retained percentage is $500.00.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Kindly acknowledge receipt of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

RS

NOTED
D. C. DeSart

R

Form E-1—5M—10-40

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 26th., 1941 , 19

Section Kerby Rock Production Project.

Kind of work Crushed Gravel in Stockpiles

Highway Redwood and Oregon Caves

Section prefix 17 - 4201

Contractor M. C. Lininger and Son

Contract number 2411

Date of contract January 16th., 1941 , 19

Date of completion May 31st., 1941 , 19

Date work started February 10th., 1941 , 19

Estimated date of completion July 15th., 1941 , 19

Amount of contract $14,670.00

Per cent of time elapsed 136% %

Estimated cost of completed project, exclusive of engineering $16,295.00

Per cent of contract completed, based on total contract price . . . . 100% %

Engineering cost to date, $715.00, 4.6% %

Date project was completed July 15th., 1941 , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Completed Final Estimate Friday.

NOTED
H. N. HACKETT

NOTED
RAY WEBBER

RECEIVED
JUL 28 1941

Signed Glen E. Roberts

Address P. O. Box 306, Grants Pass, Oregon

NOTED
VAN SCOY

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project			XXXXXXX		
Miles partially completed			XXXXXXXX		
Miles completed			XXXXXXX		
Total estimated quantities			11,662		
Estimated quantities moved or placed to date			11,662		
Average daily quantities			XXXXXXX		
Average daily quantities necessary to complete project on time			XXXXXX		
Number shifts per day			XXXXXX		
Hours per shift			XXXXXXXX		
Average force on project for week			XXXXXXXXX		

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ...., Compressors ...., Bulldozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Warm		
Monday	Hot		
Tuesday	Warm		
Wednesday	Fair		
Thursday	Warm		
Friday	Warm		
Saturday	Showers		

STATE PRINTING DEPT.

4

RECEIVED
FEB 6 1941
FOR FILING

17-4201

February 5, 1941

Mr. M. C. Lininger & Son
Main & Winburn Way,
Ashland, Oregon

Gentlemen:

We are sending you today by express a fully executed copy of Contract No. 2411 which was awarded to you on January 16, 1941 by the State Highway Commission covering the Kerby Rock Production Project on the Redwood and Oregon Caves Highway in Josephine County. We are also sending an executed copy to the surety on your bond. This copy is for your records and files.

Yours very truly,

STATE HIGHWAY COMMISSION

By

Secretary

DGD:OA

RECEIVED
FEB 6 1941
FOR FILING

17-4201

[illegible]

February 5, 1941

The Aetna Casualty & Surety Co.
Bates, Lively & Pearson
Yeon Building
Portland, Oregon

Gentlemen:

We are sending you today by express a fully executed copy of Contract No. 2411 which was awarded to M. C. Lininger and Son by the State Highway Commission on the Kerby Rock Production Project on the Redwood and Oregon Caves Highway in Josephine County.

Inasmuch as you are surety for the contractor on this job we are sending you this copy of the contract for your records and files.

Yours very truly,

STATE HIGHWAY COMMISSION

By

DGD:OA Secretary

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JAN 24 1941
FOR FILING

17-4201

BATES, LIVELY & PEARSON
INSURANCE GENERAL AGENTS
YEON BUILDING
PORTLAND, OREGON

January 21st, 1941.

The Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

RE: Aetna 42 S 5532 -- M. C. Lininger & Son,
CONTRACT -- Kerby Rock Production Project
on Redmond & Oregon Caves
Highways in Josephine County.
Contract -- $14,670.00.

L+11

We are today mailing to you under separate cover by express the above captioned contracts in quadruplicate, having executed the contract bond thereon in The Aetna Casualty and Surety Company of Hartford, Connecticut.

We trust that the contracts will be found in order, and when same have been approved by the commissioners, kindly return one to this office for the completion of our records as surety on the contract bond. Thanking you, we remain,

Very truly yours,

BATES, LIVELY & PEARSON,

By: K V Lively

mb

cc: -- G. Cyrus Bishop,
Office.

Received 1-22-41

NOTED
D. G. DeSart

RECEIVED
JAN 20 1941
FOR FILING

17-4201

January 17, 1941

M. C. Lininger & Son
Ashland, Oregon

Gentlemen:

We are sending you today by express four copies of contract No. 2411 which was awarded to you by the State Highway Commission on January 16, 1941, covering the Kerby Rock Production Project on the Redwood and Oregon Cave Highways in Josephine County.

Kindly execute all four copies of this contract as to agreement and bond and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 6, page 15, of the Printed General Provisions, relating to the Workmen's Compensation Act. You are expected to accept the terms of this act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the paragraph on the same page, relating to payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

RS

Secretary

RECEIVED
JUL 16 1941
FOR FILING

17-4201

January 16, 1941

M. C. Lininger and Son
312 Holman Street
Ashland, Oregon

Gentlemen:

Confirming my telegram to you of this date, the State Highway Commission has today awarded to you the contract for the furnishing of crushed gravel in stock piles on the Kerby Rock Production Project on the Redwood and Oregon Caves Highways in Josephine County. This award was based on your bid of $14,670.00 submitted on December 18, 1940.

Contract forms will be sent to you for execution within the next few days.

Yours very truly,

STATE HIGHWAY COMMISSION

By .

Secretary

DG:ca
cc: G. S. Paxson
S. H. Probert

76

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM	X	ORDINARY	
DAY LETTER		URGENT RATE	
SERIAL		DEFERRED	
NIGHT LETTER		NIGHT LETTER	
SPECIAL SERVICE		SHIP RADIOGRAM	

Patrons should check class of service desired, otherwise the message will be transmitted as a telegram or ordinary cablegram.

COPY OF
WESTERN UNION TELEGRAM

M. C. LININGER AND SON
312 HELMAN STREET
ASHLAND, OREGON

STATE HIGHWAY COMMISSION AWARDED YOU TODAY CONTRACT NO. 2411 FOR THE KERBY ROCK PRODUCTION PROJECT ON REDWOOD AND OREGON CAVES HIGHWAY, BASED ON YOUR LOW BID SUBMITTED DEC. 18, 1940.

CONTRACT FORMS FOLLOW.

H. B. GLAISYER, SECRETARY

OREGON STATE HIGHWAY COMMISSION

CONTRACT # 2412

FA 26-A-2 S. Unit, Algoma-Terminal 1941
City Sec., The Dalles-Cali-
#2412 fornia Hwy.

/

Stencil No. 124

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

May 19, 1943

26-A-2

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon SN-FAP 26-A (2)
South Unit, Algoma-Terminal City Sec.
The Dalles-California Hwy.

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the modified project agreement and certificate for the above-numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Sr. Highway Engineer

Encl.

RECEIVED
MAY 20 1943
OREGON
STATE HIGHWAY COMMISSION

mor

1

Wa4pw 9902

Section A(2),
Oregon Federal Aid Project No. SN-FAP 26.

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on April 4, 1941 by the Oregon State Highway Commission, and on April 15, 1941 by the Federal Works Administrator, the said parties entered into an agreement for the improvement of that certain highway described therein and designated as Oregon Federal Aid Project No. SN-FAP 26, Section A(2); and

WHEREAS, said project is located on the strategic network of highways and under construction during the period of the emergency declared by the President on May 27, 1941; and

WHEREAS, the Highway Department has requested an increase in the Federal share payable on account of said project as authorized in section 4 of the Defense Highway Act of 1941, approved November 19, 1941 (Pub. Law No. 295 - 77th Cong.), and has requested that the Federal funds approved and set aside to the credit of the project be increased from $61,040.00 to $69,311.53;

NOW, THEREFORE, it is hereby mutually agreed by and between the said State Highway Department and the Administrator that the estimate be revised in the manner above indicated and that said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Administrator has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of sixty-nine thousand, three hundred eleven and 53/100 dollars ($69,311.53) as the share of the United States payable under said act on account of Section A(2) of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof;"

Article IV shall read:

> "Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section A(2) of said project shall not in any event exceed the sum of sixty-nine thousand, three hundred eleven and 53/100 dollars ($69,311.53), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of one hundred thousand, fifty-seven and 10/100 dollars ($100,057.10), the approved total estimated cost of Section A(2) of said project."

Except as herein specifically modified the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

IN WITNESS WHEREOF the parties have hereunto affixed their signatures, the Highway Department on March 17, 1943, and the Administrator on APR 14 1943.

OREGON STATE HIGHWAY COMMISSION

BY T.H. Banfield
Chairman, State Highway Commission

By
Member, State Highway Commission

By Herman Oliver
Member, State Highway Commission

FEDERAL WORKS ADMINISTRATOR,

By O'Leary
Acting Commissioner of Public Roads.

Section A(2),
Oregon Federal Aid Project No. SN-FAP 26.

Form PR. 3—Revised

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Agency as Federal Aid Project No. SN-FAP 26-A(2), State of Oregon.

SECOND. That in accordance with said provisions I have approved the sum of $ 100,057.10 in lieu of the $61,040.00 approved by Certificate of April 15, 1941 as the total estimated cost of said project, and the sum of $69,311.53 / as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this ______ day of APR 14 1943 one thousand nine hundred and ______

FEDERAL WORKS ADMINISTRATOR,

By ______
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—10139

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FOR FILING

26-A-2

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

MARCH 6, 1943

Subject: Request for release of warrants on final estimates.

To: Mr. H. B. Glaisyer
O-f-f-i-c-e

	Vou. #	Cont. #	Est. #	Name	Am't.	Wt. #	Note
1.	2545	2412	10-FINAL	FRANK PENEPACKER	3,195.80	237676	
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
11.							
12.							

ACCEPTED? Yes, Ok to release

ACCOUNTING DIVISION

By________
Bookkeeping Dept.

Approved________
Secretary

NOTED
A. L. MONSON

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

26-A-2

March 3, 1943

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed modified project agreement for signature and return to this office for Oregon SN-FAP 26-A (2), South Unit, Algoma-Terminal City Section of The Dalles-California Highway.

Enclosed also is an approved copy of the detail estimate upon which the agreement was based, ~~together with approved copy of specifications.~~

Very truly yours,

W. H. LYNCH
District Engineer

By L Caufield
L. J. Caufield
Sr. Highway Engineer

Encls.

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MAR [illegible] - 1943
STATE HIGHWAY COMMISSION

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FEB 2[illegible]
FOR FILING

26-A-2

February 19, 1943

Glens Falls Indemnity Company
Jewett, Barton, Leavy & Kern
Lewis Building
Portland, Oregon

Gentlemen:

You are hereby notified that state highway contract No. 2412 for work on the South Unit, Algoma-Terminal City Section of The Dalles-California Highway, in Klamath County, has been completed by the contractor, Frank Penepacker, and that final payment in the amount of $3,195.80 will be made on or after March 1, 1943.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is served upon you since you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total contract amount is $102,113.51, of which amount $7,512.14 represents the amount of force account items. This contract was completed on September 14, 1942, and accepted by the Commission on December 18, 1942.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

RS

NOTED
A. L. MONSON

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FEB 1 [illegible]
FOR FILING

36-D-2

Salem, Oregon
February 10, 1943

Mr. J. B. Weaver
Resident Highway Engineer
Klamath Falls, Oregon

Dear Sir:

With further reference to the claim of Mr. Frank Penepacker for additional insurance costs under Force Account Order No. 1 on the South Unit, Algoma-Terminal City Project, our Contract No. 2412, we are enclosing herewith for your approval a corrected billing in the amount of $5.43.

The corrected bill is to cover the additional amount of insurance premium for contractual liability and property damage insurance, as determined by the actual final cost of the regular contract items, and, in our opinion, is a proper charge against the force account order.

The points raised in your letter of January 25, 1943, were well taken and, upon presentation to Mr. Penepacker, were favorably acted upon by him.

We ask that you approve and return the enclosed billing so that the payment of the final estimate may be expedited.

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

VGO'N:ER

Encl.

FRANK PENEPACKER

400 NORTH THOMPSON STREET
PORTLAND, OREGON

General Construction
Equipment Rentals

February 2, 1943

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. S. H. Probert

Gentlemen:

Please refer to your letter of January 28 regarding additional invoices for insurance and bonds on the South Unit, Algoma-Terminal City Section, Contract No. 2412.

We have secured a corrected invoice from the insurance company on the contractual public liability and property damage insurance. This bill is figured on the basis suggested in your letter. The amount is $5.43, and we have made a corrected force account bill for this amount. We have eliminated the charge for additional bond premium, as that was an error on our part in charging it to you in the first place. We realize that the bond is entirely the contractor's expense, and it was not our intention to include it in the bill we sent you.

We are returning what appears to be your carbon copy of the letter written to us, together with a communication from J. B. Weaver. These papers were apparently enclosed in our letter by mistake.

Yours very truly,

FRANK PENEPACKER

By Joe Blickle
Joe Blickle

JB:GR
Encls.

January 28, 1943

Mr. Frank Penspacker
400 North Thompson Street
Portland, Oregon

Dear Sir:

We are returning herewith your statement of December 21, 1942 with supporting bills from the insurance agent for additional insurance premiums and contract bond premium charged to Extra Work Order No. 1 on the South Unit, Algoma-Terminal City Grading Project, our Contract No. 2412.

It is noted that the insurance agents' bills are calculated on a semi-final amount of $102,108.08, which amount is the amount of the tentative final estimate for the project, excepting any additional amount which may be payable for the enclosed bills. The amount of $102,108.08 is made up of the following items:

Original Amount of Contract- - - -		$ 92,428.00
Net Over-run in Contract Bid Items		2,173.37
Sub-total- - - -		$ 94,601.37
Extra Work Order No. 1	$ 743.16	
Extra Work Order No. 2	6,763.55	7,506.71
Total- - - - - -		$102,108.08

We are advised that in making adjustments in contract bond premiums, it is the standard practice of surety companies to exclude extra work or force account items from the final contract price, which, in this case, would then amount to $94,601.37. On this basis, the additional bond premium would apparently be one per cent (1%) of $2,173.37 or $21.73. There are two reasons why we do not consider it proper that the Highway Commission should pay any contract bond premium. First, if we are advised correctly and $21.73 is the proper adjustment cost chargeable to you, the amount represents a relative

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FEB 11 1943
OREGON
STATE HIGHWAY COMMISSION

amount of work performed by you under the contract and paid for by us at the contract bid prices. Contract bid prices presumably include all contractor's costs and when payment is made at those prices, the contractor is automatically reimbursed for his costs, including bond costs. Secondly, all contractual obligations assumed under the railroad agreement were covered by a separate and additional surety bond in the amount of $10,000, the premium for which was paid by the Highway Commission. We do not, therefore, understand why the premium on the regular contract bond should be calculated on a contract price figure which includes costs of work performed by the railroad company or insurance costs which are independent of, or separate from, the regular contract.

With reference to the enclosed billing for additional premium on contractual liability and property damage insurance, we recognize that, in principle, it is proper that we pay such additional charge as is justifiable. It seems to us that the proper total on which the adjustment should be made is the same figure that is considered to be the corrected contract price total, which, in this case, is $94,601.37. On this basis, the additional premium for this insurance coverage would amount to $2,173.37 at $0.25 per $100, or $5.43. As now billed, you have been charged a premium on previously paid insurance premiums and bond premium amounting to $743.16 and also on $6,763.55 paid to the railroad company for work performed by them entirely independent of your contract and separately covered by the $10,000 bond furnished the railroad company in lieu of insurance coverage. These amounts of $743.16 and $6,763.55 were paid by us as reimbursements to you for actual expenses incurred entirely independent of your work in fulfilling your contract with us. As we see it, the railroad company's work did not increase the risk underwritten by the insurance company, but actually reduced their risk as far as your operations were concerned.

To summarize, we feel that the enclosed bill for additional contract bond premium is not a proper claim under Extra Work Order No. 1 and that the enclosed bill for additional insurance premium is a proper claim under the extra work order when corrected to bill us in the amount of $5.43.

We trust our analysis of the above will be acceptable, and that the questions involved will be settled amicably in the near future.

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

VGO'N:GS
Encl.

Portland, Oregon, January 8, 1943

JEWETT, BARTON, LEAVY & KERN

Frank Penepacker

Risk Contractual Lia and P. D. Location S. Unit, Algoma-Terminal City

Date of Attachment	Policy No.	Company	Amount Insured	Rate	Premium
4-21-41	SAL 624032	Glens Falls Indemnity			
		Estimated contract price	$ 92,428.00		
		Semi-final	102,108.08		
		Over run	9,680.08		
		Contractual Liability	9,680.08	.15	$14.52
		Contractual Property damage		.10	9.68
			Additional premium		$24.20

---

over-run of contract amount should be split into the three following classifications and, if these last bills are just, they should be charged out accordingly.

E.W.# 1 -- Extra premiums on bond and insurance, paid by the State thru the contractor ------	$ 743.16	1.86 (0.25)
E.W.# 2 -- Payments to R.R.Co. for labor, materials etc., paid by the State thru the contractor ------	6763.55	
Natural adjustment of contract items - in this case amounting to a net over-run of --------------------	.37 2173.~~93~~	
Total over-run of original contract amount ------	$ 9680.08	

In the cases of E.W.Orders # 1 and # 2 - those items represent money paid out by the State (thru the contractor) with no additional cost to the contractor and I can see no reason for paying a premium on premiums or money expended for labor and materials.

The payment of additional premium on bond for over-run of the contract items seems to be pretty far fetched. Did this ever occur before and do we get a refund on bond premiums when a job under-runs?

The whole thing looks to me like the insurance agents are pulling the contractors leg and he wants us to pay the additional cut.

If, in your opinion, I am entirely wrong - which is quite possible and probable - and the bills are just charges against the State, please return the bills - which I am enclosing - with a full explanation of why they are just charges - and I will approve same for you.

Very truly yours,

G B Weaver

cc W.E.Chandler

Portland, Or[illegible], January 8, 1943

JEWETT, BARTON, LEAVY & KERN

Frank Penepacker

Risk Contract Bond Location S. Unit, Algoma-Terminal City

Date of Attachment	Policy No.	Company	Amount Insured	Rate	Premium Additional
12/18/40	204001	Glens Falls Indemnity			
		Estimated contract price	$ 92,428.00		
		Semi-final	102,108.08		
		Over-run	9,680.08	1%	$9.68

The over-run of contract amount should be split into the three following classifications and, if these last bills are just, they should be charged out accordingly.

E.W.# 1 -- Extra premiums on bond and insurance, paid by the State thru the contractor ------	$ 743.16	1.86 (0.25)
E.W.# 2 -- Payments to R.R.Co, for labor,materials etc., paid by the State thru the contractor ------	6763.55	
Natural adjustment of contract items - in this case amounting to a net over-run of --------------------	.37 2173.~~73~~	
Total over-run of original contract amount ------	$ 9680.08	

In the cases of E.W.Orders # 1 and # 2 - those items represent money paid out by the State (thru the contractor) with no additional cost to the contractor and I can see no reason for paying a premium on premiums or money expended for labor and materials.

The payment of additional premium on bond for over-run of the contract items seems to be pretty far fetched. Did this ever occur before and do we get a refund on bond premiums when a job under-runs!

The whole thing looks to me like the insurance agents are pulling the contractors leg and he wants us to pay the additional cut.

If, in your opinion, I am entirely wrong - which is quite possible and probable - and the bills are just charges against the State, please return the bills - which I am enclosing - with a full explanation of why they are just charges - and I will approve same for you.

Very truly yours,

Weaver

cc W.E.Chandler

FORM E-30 REV 7-42

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Klamath Falls
January 25 1943

SUBJECT: Extra Work Bills
Contract # 2412
Prefix 18-1115

To:

Mr S.H.Probert
Office Engineer
Salem Oregon.
L

Dear Sir,

In answer to yours of January 22nd, with reference to the above.

In view of the fact that the bills recently submitted by Frank Penepacker for premiums on insurance, bonds etc. on the above job are based on over-run of the total contract amount and not for an over-run of time or anything that was caused by us, I am of the opinion that the bills are not in connection with E.W.# 1 and should not be paid by the State.

The over-run of contract amount should be split into the three following classifications and, if these last bills are just, they should be charged out accordingly.

E.W.# 1 -- Extra premiums on bond and insurance, paid by the State thru the contractor ------	$ 743.16
E.W.# 2 -- Payments to R.R.Co, for labor,materials etc., paid by the State thru the contractor ------	6763.55
Natural adjustment of contract items - in this case amounting to a net over-run of --------------------	.37 2173.~~73~~
Total over-run of original contract amount ------	$ 9680.08

1.86 (0.25)

In the cases of E.W.Orders # 1 and # 2 - those items represent money paid out by the State (thru the contractor) with no additional cost to the contractor and I can see no feason for paying a premium on premiums or money expended for labor and materials.

The payment of additional premium on bond for over-run of the contract items seems to be pretty far fetched. Did this ever occur before and do we get a refund on bond premiums when a job under-runs?

The whole thing looks to me like the insurance agents are pulling the contractors leg and he wants us to pay the additional cut.

If, in your opinion, I am entirely wrong - which is quite possible and probable - and the bills are just charges against the State, please return the bills - which I am enclosing - with a full explanation of why they are just charges - and I will approve same for you.

Very truly yours,

G. W. Weaver

cc W.E.Chandler

RECEIVED
FEB 11 [illegible]
FOR FILING

26-A-2

January 4, 1943

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

We are enclosing herewith seven copies of estimate as basis for modified agreement for the South Unit, Algoma-Terminal City Section, Project No. SN-FAP 26-A (2).

The amount of Government funds has been increased by the amount of $8,271.53, which is the present unprogrammed balance of 1941 Federal Aid funds.

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/SS

Encl.

Oregon State Highway Department

Federal Aid Project
No. SN-FAP 26-A (2)

SOUTH UNIT, ALGOMA-TERMINAL CITY SECTION
OF THE DALLES-CALIFORNIA HIGHWAY IN KLAMATH COUNTY

(Estimate as basis for modified agreement. Based on low bid prices.)

Salem, Oregon, January 5, 1943

EXTENSION OF PROJECT (STA. 109+00 TO 167+16.5) (GRADING)

Work Performed Prior to May 27, 1941

All Required		Clearing and Grubbing		$ 155.00
8	cu. yds.	Structural Excavation, Unclassified	$ 1.00	8.00
19,800	cu. yds.	General Excavation, Unclassified	.40	7,920.00
71,300	yd. stas.	Short Overhaul	.008	570.40
4,470	C-yd. stas.	Long Overhaul	.25	1,117.50
134	lin. ft.	24" Corr. Metal Pipe	3.00	402.00
		Subtotal		$10,172.90
		10% Engr. & Cont.		$ 1,017.29
		Total		$11,190.19

Work Performed Subsequent to May 27, 1941

32	cu. yds.	Structural Excavation, Unclassified	$ 1.00	$ 32.00
2,300	cu. yds.	General Excavation, Unclassified	.40	920.00
183,700	yd. stas.	Short Overhaul	.008	1,469.60
6,130	C-yd. stas.	Long Overhaul	.25	1,532.50
1,100	lin. ft.	Rounding Cutbanks	.08	88.00
1.10	miles	Finishing Roadbed and Slopes	300.00	$ 330.00
110	lin. ft.	18" Corr. Metal Pipe	2.00	220.00
		Subtotal		$ 4,592.10
		10% Engr. & Cont.		$ 459.21
		Total		$ 5,051.31

Length	1.101 miles
Cost per mile	$ 14,751.58

ORIGINAL PROJECT (STA. 167+16.5 TO 208+00) (STA. 242+00 TO 292+60) (GRADING)

Work Performed Prior to May 27, 1941

All Required		Clearing and Grubbing		$ 243.00
40	cu. yds.	Structural Excavation, Unclassified	$ 1.00	40.00
30	cu. yds.	Trench Excavation, Unclassified	1.00	30.00
280,000	yd. stas.	Short Overhaul	.008	2,240.00
12,000	C-yd. stas.	Long Overhaul	.25	3,000.00
314	lin. ft.	24" Corr. Metal Pipe	3.00	942.00
			Subtotal	$ 6,495.00
			10% Engr. & Cont.	649.50
			Total	$ 7,144.50

Work Performed Subsequent to May 27, 1941

130	cu. yds.	Structural Excavation, Unclassified	$ 1.00	$ 130.00
190	cu. yds.	Trench Excavation, Unclassified	1.00	190.00
275,000	yd. stas.	Short Overhaul	.008	2,200.00
13,400	C-yd. stas.	Long Overhaul	.25	3,350.00
1.74	miles	Finishing Roadbed and Slopes	300.00	522.00
272	lin. ft.	24" Corr. Metal Pipe	3.00	816.00
			Subtotal	$ 7,208.00
			10% Engr. & Cont.	720.80
			Total	$ 7,928.80

Length	1.730 miles
Cost per mile	$ 8,712.89

ORIGINAL PROJECT (STA. 208+00 TO 242+00) (GRADING AND TOPPING)

Work Performed Prior to May 27, 1941

All Required		Clearing and Grubbing		$ 91.00
110	cu. yds.	Structural Excavation, Unclassified	$ 1.00	110.00
75,800	cu. yds.	General Excavation, Unclassified	.40	30,320.00
230	lin. ft.	48" Corr. Metal Pipe	8.00	1,840.00
			Subtotal	$32,361.00
			10% Engr. & Cont.	3,236.10
			Total	$35,597.10

Work Performed Subsequent to May 27, 1941

140	cu. yds.	Structural Excavation, Unclassified	$ 1.00	$ 140.00
66,200	cu. yds.	General Excavation, Unclassified	.40	26,480.00
0.64	mile	Finishing Roadbed and Slopes	300.00	192.00
180	lin. ft.	18" Corr. Metal Pipe	2.00	360.00
5,800	cu. yds.	Talus Rock Topping	.20	1,160.00
20,000	yd. mi.	Hauling Talus Rock Topping	.09	1,800.00
			Subtotal	$30,132.00
			10% Engr. & Cont.	3,013.20
			Total	$33,145.20

Length .644 mile
Cost per mile $ 106,742.70

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	Federal Aid Funds	State Funds
(Sta. 109+00 to 167+16.5)			
Prior to May 27, 1941	$ 11,190.19	$ 6,826.00	$ 4,364.19
Subsequent to May 27, 1941	5,051.31	3,988.00	1,063.31
	$ 16,241.50	$10,814.00	$ 5,427.50
(Sta. 167+16.5 to 208+00) (Sta. 242+00 to 292+60)			
Prior to May 27, 1941	$ 7,144.50	$ 4,358.00	$ 2,786.50
Subsequent to May 27, 1941	7,928.80	6,259.00	1,669.80
	$ 15,073.30	$10,617.00	$ 4,456.30
(Sta. 208+00 to 242+00)			
Prior to May 27, 1941	$ 35,597.10	$21,714.00	$13,883.10
Subsequent to May 27, 1941	33,145.20	26,166.53	6,978.67
	$ 68,742.30	$47,880.53	$20,861.77
	$100,057.10	$69,311.53	$30,745.57

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

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JAN 11 1943
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26-A-2

January 9, 1943

Mr. Frank Penepacker
400 North Thompson St.
Portland, Oregon

Dear Sir:

The State Highway Commission, at its meeting on December 18, 1942, granted you the additional extension of time requested, from the spring of 1942 to September 14, 1942, without penalty, in connection with contract No. 2412, South Unit, Algoma-Terminal City Section of The Dalles-California Highway, in Klamath County.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

AH

cc - W. E. Chandler

RECEIVED
JAN 5 1943
FOR FILING
26-A-2

January 4, 1943

Mr. Frank Penepacker
400 North Thompson Street
Portland, Oregon

Dear Sir:

Referring to the billing for additional insurance cost on the South Unit, Algoma-Terminal City Project, our contract No. 2412, as mentioned in your letter of December 31, 1942, we advise that the total contract cost as it now appears on tentative final estimate No. 10 is $102,108.08. This amount includes $743.16 representing insurance premiums billed to us under Extra Work Order No. 1 and which are under discussion as to amount at the present time.

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

VGO'R:GS

FRANK PENEPACKER

400 NORTH THOMPSON STREET
PORTLAND, OREGON

General Construction
Equipment Rentals

December 31, 1942

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. S. H. Probert, Office Engr.

Gentlemen:

Please refer to your letter of December 24 regarding bills for insurance on the South Unit--Algoma-Terminal City Section, Contract #2412.

The policy SAL 624032 is our regular public liability and property damage coverage and became effective October 20, 1940. The limits were 50,000 and 100,000 on public liability, and 1,000 and 10,000 on property damage. On these limits the rates under Code 3450 were: ~~Public~~ Property damage 60¢ without blasting and $1.20 with blasting.

By the terms of the agreement dated April 21, 1941, we were required to furnish to the Southern Pacific Company a $10,000 bond for the faithful performance of that agreement, and because of that agreement we were required by the insurance company to carry contractual property damage insurance and contractual public liability insurance, and to increase the limits of our property damage insurance (Code 3450) from $1,000 and $10,000 limits to $10,000 and $25,000 limits.

All three of these items, as well as the $10,000 bond, were additional expenses to us incurred solely on account of the fact that we were required to enter into the agreement with the Southern Pacific Company, and we have accordingly charged these expenses to the extent that we have been billed by the insurance company, to the Oregon State Highway Commission under authority of Force Account Order No. 1 dated April 25, 1940. Under the description of work to be done on this force account order it is stated, "also the contractor is to be reimbursed for premium on liability and property damage insurance required to protect the contractor against damage, injury, and additional expense payable to the company under provisions of said agreement."

While it is true as stated in the fourth paragraph of your letter that the agreement with the Southern Pacific Company does not require any additional insurance coverage, it is apparent from the wording of the force account order that it was the intention of all parties that we were to be reimbursed for the additional insurance (which are the three items mentioned above) made necessary by our having entered into the agreement.

The invoice dated August 8, 1941 for $331.07 covers:

Contractual Property Damage based on the amount of work performed--Bid amount $92,428.00, rate 10¢ per $100.00, Premium	$92.43
Contractual Public Liability based on the amount of work performed--Bid amount $92,428.00, rate 15¢ per $100.00, Premium	138.64
Indemnity bond to Southern Pacific Company	100.00
Total	$331.07

The invoice dated October 30, 1941 for $412.09 covers the difference in premium as between $1,000 and $10,000 limits and $10,000 and $25,000 limits on property damage, Code 3450. The rate without blasting was $1.65 on the $10,000 and $25,000 limits, as against 60¢ on $1,000 and $10,000 limits, and the rate with blasting was $3.30 on $10,000 and $25,000 limits as against $1.20 on $1,000 and $10,000 limits.

You mention in your letter that the 2.75 factor applied to the 60¢ rate seems excessive, but we have not gone into this matter because the insurance company charged us the $1.65 rate and we had no means of getting a lower one. As to the rate on contractual public liability and contractual property damage, 15¢ and 10¢ respectively, we are informed by the insurance company that these rates are "A" rated.

As stated above, we have billed the Oregon State Highway Commission on these items only to the extent that we have been charged by the insurance company. Since the premiums on public liability and property damage are based on the amount of work performed, we have an additional bill to send you covering the difference between the bid amount and the actual amount of the semi-final estimate. We have not yet received the semi-final, but if you think best we will make this billing on the basis of estimate #9, assuming that the amount $101,977.02 will be very close to the semi-final amount.

The bill for $412.09 is based on the audit made at the time the policy expired, and that bill was not rendered earlier because of the fact that no charge was made to us on the increased rates until the time the audit was made.

We trust that this will give you the information you want, and you may be sure that it has been our intention to charge you only for additional expense actually incurred purely on account of the agreement with the Southern Pacific Company.

Yours very truly,
FRANK PENEPACKER

By Joe Blickle
Joe Blickle

JB:GR

December 24, 1942

Mr. Frank Penepacker
400 North Thompson Street
Portland, Oregon

Dear Sir:

In making our final audit prior to the preparation of the final voucher for the South Unit, Algoma-Terminal City Grading Project, our Contract No. 2412, we find it necessary to make inquiry concerning the amount of the payment made under Extra Work Order No. 1 for premiums on liability and property damage insurance coverage negotiated by you for protection against claims arising under the provisions of your agreement with the Southern Pacific Company, entered into on April 21, 1941.

You may recall that on monthly estimate No. 5 for the above project, the current payment included the amount of $331.07 for bond premium and premium on contractual property damage and public liability coverage on invoices prepared by Jewett, Barton, Leavy & Kern dated April 21, 1941. A copy of your invoice for this billing is enclosed herewith for reference purposes. In this instance, the invoices for insurance premiums indicated additional coverage extended to an existing policy No. SAL 624032 for extra liability assumed by you on the contract.

On monthly estimate No. 8, the current payment included the amount of $412.09 as the premium for property damage coverage on an invoice dated October 30, 1941, prepared by the above insurance agents and applying to the same existing policy. A copy of this invoice is enclosed herewith for convenience of reference. In this instance, the invoice indicates that original policy No. SAL 624032 has been increased as to limits of property damage coverage on October 20, 1941, retroactive to its date of issuance, and that premiums were adjusted on the total coverage as extended and the actual total pay roll. The billing appears to be for the premium on the increased limits of the original policy. The invoice also indicates by notation that the increase in limits of coverage was a requirement of the Southern Pacific Company.

The above referred to invoices comprise our present records and substantiation of payment of the premiums and, in our opinion, are not sufficiently in detail to stand final audit. With particular reference to the enclosed copy of invoice dated October 30, 1941, it appears that the increased coverage for which premium is charged had general application to the entire project against all property damage hazard and was not limited to the pay roll amount involved in work hazardous to the railroad. It is questionable whether such premium charge is truly representative of an increased cost of insurance for possible claims arising solely because of increased obligations assumed by you under the provisions of the railroad agreement. Again, the notation that increased coverage was required by the railroad company is not borne out by the agreement, as no insurance coverage was required thereby. The rates for "excess limits property damage" indicate the use of a factor of 2.75 applied to base rate, which seems to be an excessive factor.

It appears desirable to us, because of the incompleteness of data we have on hand, and in view of recent advice received from the State Insurance Department, that our records in this matter be supplemented with supporting data before release of the final voucher for the contract is made.

We would appreciate receiving from you, or from the insurance agents, an explanation of the insurance premiums invoiced on April 21, 1941 and October 30, 1941, which explanation should contain among other data the coverage, limits, rates and codes of original policy No. SAL 624032 as existing prior to April 21, 1941, the coverage, limits, rates and codes of contractual property damage and public liability endorsements as attached to said policy on April 21, 1941, and the codes, increased limits, rate factors applied to basic rates, coverage, etc., applicable to property damage coverage as indicated by attachment to said policy on October 20, 1941, on invoice dated October 30, 1941.

You will appreciate that the above data and such other pertinent information you may offer is requested to complete our records and to justify the expenditure of the public funds involved. We will appreciate your early reply which will expedite the preparation and payment of the final voucher for the project.

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

VGO'N:ER
Encl.

Portland, Oregon, April 21, 1941

JEWETT, BARTON, LEAVY & KERN

Frank Penepacker
400 N. Thompson
Portland, Oregon

Contractual property damage endorsement

4/21/41	SAL 624032	Glens Falls Indemnity	10/25,000.			
			$92,428.00		.10	$92.43

Covers liability assumed by assured in connection with construction of relocated State Highway between Wocus and Algoma, Klamath County, Oregon

---

	Ordinary Limit - rate	[illegible]
	Additional rate	$1.05
**	Rate for excess limits	$3.30
	Ordinary Limit - rate	1.20
	Additional Rate	$2.10

(Additional premium on audit on account of increased limits on property damage coverage as required by Southern Pacific Company in connection with operations on the South Unit - Algoma - Terminal City Highway)

Portland, Oregon, April 21, 1941

JEWETT, BARTON, LEAVY & KERN

Frank Penepacker
400 N. Thompson Street
Portland, Oregon

Contractual public liability end.

4/21/41	SAL 624032	Glens Falls Indemnity	50/100,000.		
			$92,428.00	$ .15	$138.64

Covers liability assumed by assured in connection with construction of relocated State Highway between Wocus and Algoma, Klamath County, Oregon

	Ordinary Limit - Rate	
	Additional rate	$1.05
**	Rate for excess limits	$3.30
	Ordinary Limit - rate	1.20
	Additional Rate	$2.10

(Additional premium on audit on account of increased limits on property damage coverage as required by Southern Pacific Company in connection with operations on the South Unit - Algoma - Terminal City Highway)

C
O
P
Y

Portland, Oregon, October 30th, 1941

JEWETT, BARTON, LEAVY & KERN

FRANK PENEPACKER

400 N. Thompson St., Portland, Oregon

Date of Attachment	Policy No.	Company
10-20-41	SAL 624032	Glens Falls Indemnity

Classification	Payroll	Property Damage	Add'l Premium
Street or road construction	$31,942.29	* $1.05	$335.39
With drilling and Blasting	3,652.29	** 2.10	76.70
			$412.09

*	Rate for excess limits property damage	$1.65
	Ordinary Limit - Rate	.60
	Additional rate	$1.05
**	Rate for excess limits	$3.30
	Ordinary Limit - rate	1.20
	Additional Rate	$2.10

(Additional premium on audit on account of increased limits on property damage coverage as required by Southern Pacific Company in connection with operations on the South Unit - Algoma - Terminal City Highway)

COPY

FRANK PENEPACKER

August 8, 1941

In account with

Oregon State Highway Commission
Salem, Oregon

Work performed under Force Account order No. 1
South Unit Algoma-Terminal City Section of The Dalles-California
Highway in Klamath County.
Contract No. 2412.
FA Project No. 26-A (2).

Jewett, Barton, Leavy & Kern invoices dated
April 21, 1941:

Contractual Property Damage	$ 92.43
Contractual Public Liability	138.64
Indemnity Bond to Sou. Pacific Co.	100.00
	$331.07

10,000

RECEIVED
OCT 21
FOR [illegible]

26-A-2

October 19th, 1942

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

Will you kindly concur in an extension of time on the South Unit, Algoma-[illegible] City Section of The Dalles-California Highway, Frank [illegible], contractor, Contract No. 2412, FA 26-A (2), from July 31st, 1941 to September 14th, 1942.

Due to the delay in the award of the north unit by reason of complications on that portion of the right of way involving the Southern Pacific Railroad, it was found impossible to complete the topping and surfacing on this section during the fall of 1941. Therefore, it was considered advisable not to regrade the part involved in the junction with the existing highway as this would more or less discommode traffic during the winter months.

This extension is recommended without penalty, as it is felt the job would have been completed on time except for the delay caused by the postponement of the work at the intersection.

Very truly yours,

R. H. BALDOCK
CHIEF ENGINEER

B

cc to: H. G. Smith

26-A-2

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FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

August 26, 1942

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Final inspection of Oregon SN-FAP 26-A (2), South Unit, Algoma-Terminal City Section of The Dalles-California Highway ______________, was made by a representative of this office on August 20, 1942. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By LJCaufield
L. J. Caufield
Sr. Highway Engineer

RECEIVED
AUG 27 1942
OREGON
STATE HIGHWAY COMMISSION

Tom

RECEIVED
JUL 3 1942
~~FOR FILING~~

26-A-2

July 2, 1942

Glens Falls Indemnity Company
Jewett, Barton, Leavy & Kern
Lewis Building
Portland, Oregon

Gentlemen:

We have been informed by the Great Northern Railway Company, that their claim, in the amount of $403.24, against Frank Penepacker for services rendered in connection with contract No. 2412 for grading the South Unit, Algoma-Terminal City Section of The Dalles-California Highway, has beed paid in full.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

DD/mm

cc - Frank Penepacker
400 N. Thompson Street
Portland, Oregon

NOTED
D. G. DeSart

July 2, 1942

Great Northern Railway Company
Klamath Falls, Oregon

Attention: V. J. Josephson

Gentlemen:

Thank you for the carbon copy of your letter of June 28 to Frank Penepacker, acknowledging that the claim of the Great Northern Railway Company against Mr. Penepacker for services rendered on his contract No. 2412 for grading the South Unit of the Algoma-Terminal City Section of The Dalles-California, has been paid in full.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

DD/mm

NOTED
D. G. DeSart

FORM 215 Printed in U. S. A.

GREAT NORTHERN RAILWAY COMPANY

OFFICE OF LOCAL FREIGHT AGENT

#2412

Klamath Falls, Ore. June 28th.1942

Mr. Frank Penepacker
400- North Thompson Street
Portland Ore.

Dear Sir;- ATTENTION MR .Joe. Bickle

This will acknowledge receipt of your check in the amount of $403.24 in payment OF BALANCE DUE BOARDMAN ORE; UP RY; WAYBILL UP-#1-March 19th- 1941 car UP 56589.

We are enclosing our receipted Pro 4222 in above amount

Copy of this letter is being mailed the Oregon State Hiway Commission, as per request noted on your memorandum attached to the Check.

Yours Truly

V J Josephson
Agent

CCY -
MR. H. B. Glaisyer
Secretary- State Hiway commission
Salem- Above has reference to my letter of May 15th- your reply
CCY - 17th- for which we want to thank you
L R Smith - St Paul V J Josephson

REFERRED TO
DeHart
BY SECRETARY
usual letter

RECEIVED
JUN 30 1942
STATE HIGHWAY COMMISSION

Signed J W Weaver

Address Klamath Falls Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

Form E-1—5M—10-40

26-P-2

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 13 1942, 19

Section South Unit, Algoma - Terminal City

Kind of work Grading

Highway The Dalles - California

Section prefix 18-1115

Contractor Frank Penepacker

Contract number 2412

Date of contract January 16 1941, 19

Date of completion July 31 1941, 19

Date work started March 25 1941, 19

Estimated date of completion June 30 1942, 19

Amount of contract $ 92428.00

Per cent of time elapsed 262 %

Estimated cost of completed project, exclusive of engineering $ 102600.00

Per cent of contract completed, based on total contract price 98 %

Engineering cost to date, $ 4250.00, %

Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

My last report on this project - November 1 1941 - noted that all work on the project was complete - except a small amount of grading on the extreme south and that was being transferred to the next job under price agreement - and final estimate of same (complete at that time) was being held in the field pending receipt of final force account bills.

On March 2 1942, word was received from the Salem Office that the transfer of the unfinished work could not be made and the job could not be closed out until final completion of all work under the contract.

Final force account bills were received on June 9th and work on the unfinished grading was started on June 11th.

The grading to date has consisted only of the construction of a detour at the end of the concrete pavement - but it is expected to be carried on rapidly and be completed soon.

Division Engineer inspected this work on Saturday of this week.

RECEIVED
JUN 13 1942

NOTED
E. M. B

NOTED
C.

Signed

Address Klamath Falls Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....,

Compressors ...., Bulldozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

STATE PRINTING DEPT.

RECEIVED
JUN 15 1942
FOR FILING

26-A-2

Salem, Oregon
May 26, 1942

Mr. J. B. Weaver
Resident Highway Engineer
Klamath Falls, Oregon

Dear Sir:

In reply to your letter of May 19, in regard to Southern Pacific Company bills for work on the South Unit of the Algoma-Terminal City Project, we wish to advise that the submitting of these bills to you for advance approval, before authorizing Mr. Penepacker to make payment on them, does not indicate any change in the manner of handling force account payments.

In order to obtain release of the bond given the Southern Pacific Company, Penepacker wished to immediately complete his payments to the Company. Before doing that, however, he wished to have assurance that the claims would be acceptable to the Highway Department. Accordingly, he submitted copies of the claims to us for approval. The copies which you returned to us have now been returned to Penepacker with our consent to his making payment on them.

After Penepacker has paid the Railway Company, he will forward receipted copies of the bills to you for payment as force account items in the usual manner.

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

SHP:ER

cc to W. E. Chandler

May 25, 1942

Mr. Frank Penspacker
400 North Thompson St.
Portland, Oregon

Dear Sir:

The Southern Pacific bills for work on the South Unit of the Algoma-Terminal City Project, which were sent to us with your letter of May 15, are being returned to you herewith.

The amounts claimed by the Southern Pacific Company are found to be in order and you have our consent to make payment on them.

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

SHP:ER

Encl.

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Bend, Oregon
May 22, 1942

Subject: Southern Pacific R.R. Co. Bill
against Frank Penepacker
18-1115

To:

Mr. S. H. Probert
Office Engineer
Salem, Oregon

Dear Sir:

Herewith are signed invoices in favor of the Southern Pacific Company on the Frank Penepacker project. These invoices have been approved by myself subject to the letter of Mr. Weaver's that was written to you from Klamath Falls on May 19, 1942.

Very truly yours,

Wm. E. Chandler
Division Engineer

WEC:gh
Encl.

FRANK PENEPACKER

400 NORTH THOMPSON STREET
PORTLAND, OREGON

General Construction
Equipment Rentals

May 22, 1942

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. S. H. Probert, Office Engr.

Dear Sir:

We have not yet received back the Southern Pacific Company's bill sent you attached to our letter of May 15.

Jewett, Barton, Leavy & Kern have again inquired of us about this bill, as they are finding it difficult to avoid billing for renewal of this bond without immediate payment of this bill and release from the Southern Pacific Company.

Will you kindly give this matter any attention you can toward getting the bill back?

Yours very truly,

FRANK PENEPACKER

By Joe Blickle
Joe Blickle

JB:GR

RECEIVED
[illegible] 23 1942
[illegible] COMMISSION

May 20, 1942

Mr. E. F. Nassoiy
Division Superintendent
Southern Pacific Co.
Dunsmuir, California

Dear Sir:

In compliance with the request contained in your letter of April 21, concerning the Algoma-Terminal City Project on The Dalles-California Highway, we are glad to give you this statement to the effect that the work remaining to be done under the Frank Penepacker contract is work which does not endanger your Company's property; also, that the work under that contract which did endanger your property, and which called for indemnity bond protection, was completed in October of 1941.

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

SHP:ER

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Klamath Falls
May 19 1942

Subject: Southern Pacific R.R.Co bill
against Frank Penepacker
18-1115

To:

Mr S.H.Probert
Office Engineer
Salem Oregon.

Dear Sir,

At your request of May 16th, I have checked over the above bills, insofar as the amounts of same are concerned, signed and mailed them to the Division Office.

Since we do not have any records of time or materials used by the railroad company, an accurate and thorough check of the bills is impossible. However, in checking these bills against the bills previously rendered, it is found that the item of "Flagging" for the month of June, on bill #413146, might possibly be a duplication - but, if we had access to the R.R.Co books, it is very unlikely that we would find that it is.

In the past it has always been customary for the contractor to furnish bills of this nature, that are chargeable to Extra Work Orders, in the form of ~~receipted~~ four receipted invoices - so that same may be attached to and accompany monthly or semi-final estimates from the field. In this case it is apparent that that method has been changed and said bills are being handled directly by the Salem Office. Will you please explain the reason for the deviation from former prodeedure and please advise whether or not this deviation is to apply on all future extra work order bills!

I do not wish to be impertinent but - if former practices in the manner of handling these bills have been changed - I would like to be so advised, for future guidance.

Very truly yours,

Resident Engineer

cc
W.E.Chandler

Salem, Oregon
May 16, 1942

Mr. J. B. Weaver
Resident Highway Engineer
Klamath Falls, Oregon

Dear Sir:

Enclosed herewith is a copy of the bill rendered to Frank Penepacker by the Southern Pacific Company for expense for which the Company claims reimbursement under the terms of the contract between the Company and Penepacker, on the South Unit of the Algoma-Terminal City Project.

Please check this bill and return it to us, through the Division Office, with your approval and/or comments. The expense involved is, as you know, an item of cost which will eventually have to be borne by the State.

Penepacker has requested immediate attention to this, as the bond period has elapsed, and, unless he can pay the bill promptly, the bond may have to be extended at considerable additional premium expense to the State.

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

SHP:ER

cc to W. E. Chandler

Encl.

FRANK PENEPACKER

400 NORTH THOMPSON STREET
PORTLAND, OREGON

General Construction
Equipment Rentals

May 15, 1942

Southern Pacific Company
Dunsmuir, California

Attn: E. F. Nassoly, Dist. Supt.

Gentlemen:

Will you kindly write us a letter stating that our obligations under the indemnity bond furnished you in connection with our agreement dated April 21, 1941 in connection with protection of your property near Wocus, Oregon, have been fulfilled, and releasing us from further liability on account of the bond.

This bond expired on April 21, 1942, and all the operations which endangered your property have been completed.

Yours very truly,

FRANK PENEPACKER

By____________________
Joe Blickle

JB:R
cc-Oregon State Highway Commission, Salem.
-Jewett Barton Leavy & Kern,
Attn. Mr. Barton.

copies

S-2000

Southern Pacific Company

DUNSMUIR, CALIFORNIA

E. F. NASSOIY,
SUPERINTENDENT

IN REPLY PLEASE REFER TO
312
Algoma
54949/52921

May 15, 1942

Mr. S. H. Probert
Office Engineer
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

Referring to your letter April 21st concerning indemnity bond furnished by Frank Penepacker in connection with highway construction project on the South unit of the Algoma-Terminal City section of the Dalles- California Highway in Klamath County.

In concur with your views expressed in this matter however would very much appreciate it if you would give me letter stating that balance of work to be performed by contractor at the South end which account of conflicting with existing highway cannot be campleted until a seperate surfacing contract progresses to a more advanced stage, will not when performed endanger our property, and operations which were protected by indemnity bond were completed in October 1941.

Yours truly,

E. F. Nassoiy

FRANK PENEPACKER

400 NORTH THOMPSON STREET
PORTLAND, OREGON

General Construction
Equipment Rentals

May 15, 1942

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. S. H. Probert, Office Engr.

Gentlemen:

Referring to your letter of May 14th regarding the renewal of the bond on the South Unit, Algoma-Terminal City contract No. 2412, we are informed by Jewett Barton Leavy & Kern, agents for the Glens Falls Indemnity Company, that in order to escape being billed for the renewal of the bond we would have to secure a release from the Southern Pacific Company. We have accordingly written the Southern Pacific Company today asking for this release, and a copy of our letter is enclosed for your information.

We have today received the final bill for $501.41 for their expenses under the agreement with them. We also received some time ago their bill for $2,668.46 covering the period June to October. We have been withholding payment of the $2,668.46 bill pending receipt of their credit for salvage of material. We find that the salvage credit is taken up on the final bill for $501.41, but we thought that inasmuch as the Oregon State Highway Commission bears this expense, that you should have an opportunity to approve the final bill before payment is made. We are therefore sending you a copy of each of these two bills and ask that if you find them O.K. you so inform us and we will pay the Southern Pacific Company. We suggest that this be attended to promptly as the Southern Pacific Company may not want to give us the release asked for until their bill is paid.

Yours very truly,

FRANK PENEPACKER

By Joe Blickle
Joe Blickle

JB:R

May 14, 1942

Mr. Frank Penepacker
400 North Thompson St.
Portland, Oregon

Dear Sir:

The following is in reply to your letter of May 8, concerning the bond given by you to the Southern Pacific Company, in connection with your contract for the South Unit of the Algoma-Terminal City Project.

In our letter of April 21, to Superintendent Massony at Dunsmuir, we informed the S. P. Company that we would not order an extension of the bond beyond April 21, unless they requested it. We figure that we should allow about 30 days for their reply. If we have no reply by that time, we will assume that the Company has no objection to the termination of the bond, and we will not ask you to have the bond continued in force.

Let it be understood, therefore, that, if you do not hear from us to the contrary before May 23, you may advise your surety that an extension of the bond will not be required.

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

SHP:ER

FRANK PENEPACKER

400 NORTH THOMPSON STREET
PORTLAND, OREGON

General Construction
Equipment Rentals

May 8, 1942

Mr. S. H. Probert, Office Engr.
Oregon State Highway Commission
Salem, Oregon

Subject:
South Unit Algoma-Terminal City Sec.
Contract No. 2412.

Dear Sir:

Since writing you on April 17th regarding the indemnity bond and agreement filed with the Southern Pacific Company in connection with the above-mentioned contract, and since receiving your letter to the Southern Pacific Company at Dunsmuir written April 21st, we have heard nothing from the Southern Pacific Company.

Will you kindly jog them up in this matter?

Yours very truly,

Frank Penepacker

Frank Penepacker

FP:R

April 21, 1942

Mr. E. F. Massoiy
District Superintendent
Southern Pacific Co.
Dunsmuir, California

Dear Sir:

The indemnity bond given you by contractor Frank Pennypacker, in connection with our highway construction project on the South Unit of the Algoma-Terminal City Section of The Dalles-California Highway in Klamath County, expires today.

If this bond were to be renewed, the added premium charge would be $100.00, and this charge would have to be paid by the State Highway Department, as was the original premium charge.

The contractor has completed the work called for by his contract, except for a small piece at the south end which conflicts with the existing highway and, therefore, cannot be done until work under a separate surfacing contract progresses to a more advanced stage. The operations which endangered your properties were completed, however, last October.

In view of the above described situation, it does not appear necessary to continue the indemnity bond beyond its expiration date of April 21, 1942, and we will not order an extension unless you can show need for it. Our Attorney advises that the bond, regardless of its expiration date of April 21, 1942, will protect you in the matter of payment, as all expense involved was incurred prior to the expiration. Furthermore, the fact that you are dealing with a reliable and well-financed contractor does, of itself, make bond protection unnecessary.

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Copy sent to Pennypacker
SHP

SHP:ER

FRANK PENEPACKER

400 NORTH THOMPSON STREET
PORTLAND, OREGON

General Construction
Equipment Rentals

April 17, 1942

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. S. H. Probert, Office Engr.

Dear Sir:

Subject: So. Unit Algoma-Terminal
City Section - Contract
No. 2412.

Kindly be advised that the indemnity bond and agreement executed by the Glens Falls Indemnity Company for the benefit of the Southern Pacific Company in connection with the above-mentioned contract expires as of April 21, 1942, and if this is renewed it will cost the State $100.00 additional expense.

We have tried several times to get a final bill of settlement for the signal installations made by the Southern Pacific Company by writing to their Dunsmuir office, but there is always some excuse for the delay, and this account has not been closed.

Will you kindly see what you can do with the Southern Pacific Company?

Yours very truly,

Frank Penepacker
Frank Penepacker

FP:GR

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[illegible]

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JUL 1 19
FOR FILING

R.H. Baldock
26-A-2

May 25th, 1942

FINAL COST ANALYSIS
South Unit, Algoma-Terminal City
The Dalles-California Highway in Klamath County

Contract 2412 Prefix 18-1115
Frank Penepacker, Contractor J. B. Weaver, Resident Engineer

Item	Cost	Quantity	Unit Cost	Unit Bid	Gross Revenue
Clear & Grub	$260.18	100%		$500.00	$500.00
Structural Excav.	443.82	345.3 Cu. Yd.	$1.29	1.00	345.30
Trench Excavation, Unclassified	127.07	141 Cu. Yd.	0.90	1.00	141.00
General Excavation, Unclassified	80,931.31	177,609.9 Cu. Yd.	0.46	0.40	71,043.96
Short Overhaul	7,126.23	806,389.3 Yd. Sta.	0.009	0.008	6,451.11
Long Overhaul	7,373.77	29,283.8 C-Yd. Sta.	0.25	0.25	7,320.95
Rounding Cutbanks	100.87	1,285 Lin. Ft.	0.08	0.08	102.80
Finishing Roadbed and Slopes	997.65	2.66 Miles	375.06	300.00	798.00
18" Corr. Iron Pipe	586.67	280 Lin. Ft.	2.10	2.00	560.00
24" " " "	2,085.53	668 " "	3.12	3.00	2,004.00
48" " " "	1,921.52	224 " "	8.58	8.00	1,792.00
Talus Rock Topping	1,426.99	5,066 Cu. Yd.	0.28	0.20	1,013.20
Hauling Rock Topping	2,237.70	16,455.9 Yd. Mi.	0.136	0.09	1,481.03
Force Account	3,924.75				3,924.75
	$109,544.06				$97,478.10

Total Cost	$109,544.06
Gross Revenue	97,478.10
Net Loss	$12,065.96

Net Loss Equals 12.38% of Gross Revenue

Contract 2412

Details of Cost

Labor:

Supervision	$1,236.30	
Labor	34,812.40	
State Industrial Accident Insurance	2,243.16	
Unemployment Compensation	1,081.46	
Old Age Benefit	360.49	
		$39,833.81

Material:

18"	Corr. Iron	Pipe	280	lin. ft.	at	$1.72	$481.60	
18"	" "	Bands	14		"	2.51	35.14	
24"	" "	Pipe	668	lin. ft.	"	2.70	1,803.60	
24"	" "	Bands	33		"	3.12	102.96	
48"	" "	Pipe	224	lin. ft.	"	7.26	1,626.24	
48"	" "	Bands	20		"	6.66	133.20	
								4,182.74

Miscellaneous:

Equipment Rental (Incl. Repairs)	$41,384.80	
Gas, Oil & Grease	8,605.05	
Move In	2,575.71	
Explosives	3,280.37	
Liability Insurance	3,924.75	
Small Tools & Misc. Expense	2,206.35	
Overhead Expense	855.33	
Home Office Expense	1,720.37	
Bond	974.78	
		65,527.51
	Total Cost	$109,544.06

Contract 2412

Remarks:

This was a "Regular Federal Aid Project" and consisted of construction of 3.56 miles of highway roadbed, 0.64 mile of talus rock topping and other incidental work. The contract was bid December 18th, 1940 and awarded January 16th, 1941. Work was started March 25th, and completed on October 10th, 1941 except for the extreme south end of the job. It was expected that this remaining work could be transferred as a Price Agreement to a subsequent surfacing job by the same contractor.

Clearing consisted of some brush and fence removal and was very light.

Grading was done with a cat and 30-yard buggy, 2 Tournapulls and 12-yard buggies and a cat and dozer. Material was loaded with a 2½-yard semi-diesel shovel. Of the total excavation quantity about 75% or 140,000 cu. yd. was moved without shooting. The balance or 77,600 cu. yd. required shooting at the rate of 3/4 lb. of powder per cu. yd. This consisted of large boulders and cores of solid rock. The proximity of the railroad tracks to the roadbed made shooting and excavation more difficult. Bad weather and interference by Army convoys as well as regular traffic caused many delays in grading operations. Shooting in narrow roadway cuts increased the difficulties of grading.

Talus was loaded with a 1½-yard Marion shovel, moving 5,066 cu. yd. in 80 hours at an average rate of 63 cu. yd. per hour. There were many large rocks to remove while finishing, and water was applied to aid in compaction.

There was good supervision and equipment on this job, but some operators were not as experienced as they should have been for the best production. Low bid prices were the principal cause of the loss to the contractor on this job.

E. H. Clymer
Cost Analyst

By . . M. G. Smith

Glens Falls
INDEMNITY COMPANY
of Glens Falls, New York.

R. H. GRIFFITH, VICE-PRESIDENT
R. LYNN COLOMB, ASST. MGR.
PACIFIC COAST DEPARTMENT
MILLS TOWER SAN FRANCISCO

Jewett, Barton, Leavy & Kern
Resident Agents
General Insurance
SECOND FLOOR, LEWIS BUILDING
Telephone ATwater 4122
PORTLAND, OREGON

RECEIVED
MAY 23 1942
[illegible]

26-A-2

May 22nd, 1942

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

Re: FRANK PENEPACKER
CONTRACT NO. 2412

We wish to acknowledge receipt of your letter of May 21st reporting claim in the amount of $403.24 which has been filed with you by the Great Northern Railway Company in connection with the above captioned contract.

This matter has been turned over to our adjusting department for attention.

Very truly yours,

JEWETT BARTON LEAVY & KERN

BY Charles S. Barton

C.S.Barton
HK

NOTED
D. G. DeSart

RECEIVED
MAY 23 1942
STATE HIGHWAY COMMISSION

AUTOMOBILE PLATE GLASS ELEVATOR FIDELITY AND SURETY BONDS BURGLARY AVIATION
PERSONAL ACCIDENT CONTINGENT LIABILITY GENERAL LIABILITY TEAMS' LIABILITY

RECEIVED
MAY 21 1942
FOR FILING

21-H-2

May 21, 1942

Glens Falls Indemnity Company
Jewett, Barton, Leavy & Kern
Lewis Building
Portland, Oregon

Gentlemen:

Attached hereto is a copy of a claim, in the amount of $403.24, which has been filed in this office by the Great Northern Railway Company against the bond taken from Frank Penepacker in connection with State Highway contract No. 2412, for grading the South Unit, Algoma-Terminal City Section of The Dalles-California Highway, in Klamath County.

We are notifying you of this claim since you appear as surety on the bond.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

DD/mm

cc - Frank Penepacker
400 N. Thompson St.
Portland, Oregon

NOTED
D. G. DeSart

May 21, 1942

Great Northern Railway Company
Office of Local Freight Agent
Klamath Falls, Oregon

Gentlemen:

This acknowledges receipt of your letter of May 15 advising that you have a claim, in the amount of $403.24 for freight charges, against Frank Pemepacker in connection with State Highway contract No. 2412 for grading the South Unit, Algoma-Terminal City Section of The Dalles-California Highway, in Klamath County.

Mr. Pemepacker furnished a bond on this contract for the protection of just claims against his work. We advise that you file your claim with the Secretary of State in accordance with Chapter 517, Oregon Laws, 1939, copy of which is enclosed for your guidance.

We are bringing your claim to the attention of the surety, Glens Falls Indemnity Company, for whom Jewett, Barton, Leavy and Kern, Lewis Building, Portland, are agents, and suggest that you also file your claim with this surety. If you do not receive satisfaction through these efforts, you still have recourse through the courts.

Very truly yours,

Secretary

DD/mm

NOTED
D. G. DeSart

FORM 215

Printed in U.S.A.

GREAT NORTHERN RAILWAY COMPANY

OFFICE OF LOCAL FREIGHT AGENT

Klamath Falls, Ore. May 15th- 1942

RECEIVED
MAY 18 1942
STATE [illegible] COMMISSION

Oregon State Hiway Commission
Salem Oregon

Gentlemen;-

On March 19th 1942 -Frank Penepacker made a shipment on car UP 56589 of carload of Contractors Equipment from Boardman Ore to Klamath Falls Ore, routing UP- Bend GN net weight of 99620 pounds, shipment arrived on March 20th turned over to represenative of Mr Penepacker on March 21st, at which time he gave us a check in the amount of $ 627.61 based on rate of 63¢ cwt, on which basis he advised us he was instructed to make payment, by Mr Penepacker, he was advised at that time we had wired our Portland Office for Union Pacific rates from Boardman to Bend Ore.

Correct rate on shipment is 22 cents to OT Junction
34¢ " CWT OT JCT TO BEND
48¢ " " BEND YO KLAMATH FALLS
- - - -
Thru rate of $ 1.04 Thur correct weight
Gross 145620-tare 46000- stakes 500# net 99120 @1.04 Freight $1030.85
LESS AMOUNT PAID 627.61
[illegible]
- - - -
Balance due $403.24

Matter has been up with Mr Penepacker at different time for collection, same being declined on the grounds that the Union Pacific erred in routing, they advise shipment was routed by shipper, therefore no responsibility rests with their line for any error.

As this shipment was made and used in connection with State Hiway construction, we would appreciate if you could give this matter your attention, assume this contractor is Bonded with the State would thank you to advise us your recommendations.

Yours Truly
Josephson
J Josephson
Agent

CCY -
L R Smith
ST PAUL MINN

cc to Mr. [illegible]
Mr. [illegible]
Mr. [illegible]

RECEIVED
MAR 5 1942
FOR FILING

26-4-2

March 2, 1942

Mr. Frank Penspacker
400 North Thompson St.
Portland, Oregon

Dear Sir:

We refer to your letter of February 20, concerning the finaling of your work on the South Unit of the Algoma-Terminal City Section, Contract No. 2412.

Difficulties involved due to federal participation in the project make it impracticable to either close out the project in advance of actual completion, or to include the finishing of the project as a part of Contract No. 2503. It will be necessary, therefore, to cancel Price Agreement No. 1, in connection with Contract 2503, and to withhold the finaling of Contract 2412 until all of the work originally contemplated in that contract is completed.

In order that this situation will not deprive you of the use of the moneys which we are retaining in connection with Contract No. 2412, we propose to release to you an equivalent amount ($2,900) from the amount being retained in connection with your Grave Creek-Jumpoff Joe Creek Contract (Contract No. 2491), and to carry that release in your favor until such time as we are able to make final payment on Contract 2412.

The foregoing statements are made in confirmation of our telephone conversation of February 28.

Very truly yours,

R. H. Baldock
Chief Engineer

cc to Mr. H. G. Smith
Mr. W. E. Chandler
Mr. J. B. Weaver

FRANK PENEPACKER

400 NORTH THOMPSON STREET
PORTLAND, OREGON

General Construction
Equipment Rentals

February 20, 1942

Mr. H. G. Smith, Construction Engr.
Oregon State Highway Commission
Salem, Oregon

Subject:
Contract No. 2412

Dear Sir:

You phoned me some time ago advising that the Bureau of Public Roads did not want to consider the above-mentioned contract complete on account of a small item of yardage which you had agreed could be moved on a price agreement in our contract under the name of Clifford A. Dunn and Frank Penepacker, Contract No. 2503. We asked you to see if Mr. Probert could not release our retained percentage and at least clear the job up as far as we are concerned. We heard nothing more from you except that under date of February 5 we have a letter signed by Mr. Glaisyer granting our extension of time on contract No. 2412 to Sept. 27, 1941 and advising us in the last paragraph of his letter that we will be allowed without penalty sufficient time next spring to complete the contract.

Does this mean that you are going to hold our retained percentage until the work is completed next spring and ignore the price agreement which your department and Dunn and myself accepted? When convenient, kindly advise us about this.

Yours very truly,

Frank Penepacker

Frank Penepacker

FP:R

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FEB 24 1942

$3,879.84 Retained

RECEIVED
FEB 5 1942
FOR FILING

36-A-2

February 5, 1942

Mr. Frank Penepacker
400 North Thompson St.
Portland, Oregon

Dear Sir:

The State Highway Commission, at its meeting on January 21, 1942, considered your request for an extension of time, from July 31 to September 27, 1941, within which to complete state highway contract No. 2412, South Unit, Algoma-Terminal City Section of The Dalles-California Highway, in Klamath County.

The Commission approved granting you an extension of time, without penalty, of sufficient length to complete this contract at the earliest possible time next spring.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

AM

cc - Mr. Wm. E. Chandler

RECEIVED
JUN 25 1941
FOR FILING

26-A-2

June 25, 1941

U. S. Balentine
Melhase Building
Klamath Falls, Oregon

Dear Sir:

This will acknowledge receipt of your letter of June 23 and advise that Frank Penepacker, 400 N. Thompson Street, Portland, bid as an individual on the contract which was awarded to him as No. 2412, for grading the South Unit, Algoma-Terminal City Section of The Dalles-California Highway, in Klamath County.

We believe that this section is sometimes referred to as the Rabbit Flat or Wocus Section, as mentioned in your letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

DGD:RS

NOTED
D. G. DeSart

U. S. BALENTINE
LAWYER
SUITE 12, MELHASE BLDG.
KLAMATH FALLS, OREGON

RECEIVED
JUN 24 1941
OREGON
STATE HIGHWAY COMMISSION

June 23, 1941.

State Highway Dept.
Salem, Oregon.

Gentlemen:

Would you be so kind as to give me the correct designation of the Pennypacker construction company, who is the contractor of that strip of new highway immediately north of Klamath Falls, Oregon, through what is known as Rabbit Flat or Wocus, if a corporation, the correct corporate name?

Thahking you, I am

Very truly yours,

U.S. Balentine

U.S. Balentine.

USB:md.

ERRED TO
[illegible]
BY SECRETARY

[illegible]

a

RECEIVED
MAY 12 1941
FOR FILING

26-A-2

May 10, 1941

Mr. Frank Penepacker
400 North Thompson St.
Portland, Oregon

Dear Sir:

We refer to your letter of May 2, concerning Extra Work Orders Nos. 1 and 2, in connection with your contract for grading work on the Algoma-Terminal City Section, Contract 2412.

While we have utilized the extra work order form in authorizing reimbursement for the bond and insurance premiums, and for other expense to which you will be subjected under the agreement with the Railroad Company, we do not look upon the items involved as "extra work items" of the kind on which a percentage allowance is made. In this, we have followed the same practice that has been followed in several previous cases of the same kind.

Our thought is that the arrangement as worked out has operated very much to your advantage, having gotten the telegraph and signal wires out of your way and having relieved you, in large part, of the liability for damage and the responsibility for protection which otherwise would have been yours.

We will be glad to discuss the matter with you more fully at any time.

Very truly yours,

R. H. Baldock
Chief Engineer

RHB:ER

FRANK PENEPACKER

400 NORTH THOMPSON STREET
PORTLAND, OREGON

General Contsruction
Equipment Rentals

RECEIVED
3 - 1941

May 2, 1941

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. R. H. Baldock,
State Highway Engr.

Subject:
Contract No. 2412
Orders for extra work
Nos. 1 & 2

Dear Sir:

We are in receipt of orders for extra work Nos. 1 and 2 dated April 25 on the above-mentioned project covering reimbursement for extra expense due to interference with railroad and Western Union telegraph lines.

We note that we are to receive no percentage allowance on payments made to us under these orders; we do not feel that this is a fair deal, inasmuch as we are obligated to deposit with the railroad company the entire expense and carry such expense during the time required by them to handle their complicated bookkeeping, and we know from previous experience that the job will be completed before we have proper invoices from the railroad company to present to your department for reimbursement.

Will you kindly reconsider this matter and advise us of your decision?

Yours very truly,

Frank Penepacker

Frank Penepacker

FP:GR

26-A-2

Stencil No. 124

RECEIVED
[illegible] 1941

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

Oregon Project
SN-FAP 26-A(2),
South Unit of Algoma-Terminal
City Sec.of The Dalles-Calif.Hwy.

April 29, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Ore.

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the ______________ project agreement and certificate for the above-numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L.J.Caufield
Sr. Highway Engineer

Encl.

wa +pr-9902

Form P. R. 2

State Oregon

Federal Aid Project No. [illegible]

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 4th day of April, 1941

by and between The Oregon State Highway Commission, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Federal Works Administrator, hereinafter called the Administrator, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 8th day of April, 19[illegible], a ~~a~~ revised project statement, which was approved on the 7th day of May, 19[illegible], for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated for the administration of the Federal Highway Act, has furnished surveys, plans, specifications, and estimates for Section A(2) of said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 24 day of December 19[illegible]; and

Whereas the Administrator has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of sixty-one thousand, forty and 00/100 dollars ($61,040.00) as the share of the United States payable under said act on account of Section A(2) of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Administrator do hereby mutually agree as follows:

Encl.

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 329, laws 1939
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources
(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 189+00 in the NW¼ Sec. 18, T. 38 S., R. 9 E., W.M., and survey station 292+60 in the SE¼ Sec. 25, T. 37 S., R. 8 E., W.M., length 3.475 miles, in Klamath County, being Section A(2) of Oregon Federal Aid project No. ER-FAP 26, consisting of 3.475 miles of roadway and no bridges, ~~each~~ of more than 20 feet clear span, * [illegible]

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Administrator or his agents, and in accordance with the laws of said State, the rules and regulations of the Administrator, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Administrator or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Administrator, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

16—11379

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section A(2) of said project shall not in any event exceed the sum of sixty-one thousand, forty and 00/100 dollars ($61,040.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of one hundred thousand, fifty-seven and 10/100 dollars ($100,057.10), the approved total estimated cost of Section A(2) of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Administrator shall from time to time draw warrants on the Secretary of the Treasury for the payment to The State Treasurer
(Official or depository)
hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)
of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Administrator after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

The Administrator reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 529, Laws 1939
(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Incl.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Administrator on the ________ day of APR 15 1941, 19__

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell
Chairman, State Highway Commission
(Title of officer)

By ________
Member, State Highway Commission
(Title of officer)

By Herman Oliver
Member, State Highway Commission
(Title of officer)

By ________
____
(Title of officer)

By ________
____
(Title of officer)

FEDERAL WORKS ADMINISTRATOR,

By ________
Acting Commissioner of Public Roads.

[illegible]
Encl.

Form PR. 3—Revised

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Agency as Federal Aid Project No. SN-FAP 26-A(2) State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 100,057.10 as the total estimated cost of said project, and the sum of $ 61,010.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this .... day of ....
one thousand nine hundred and APR 15 1941

FEDERAL WORKS ADMINISTRATOR,

By ....
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—10120

Encl.

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MAY 1 1941
FOR FILING

26-A-2

Salem, Oregon
April 28, 1941

Mr. W. E. Chandler
Highway Division Engineer
1290 Wall Street
Bend, Oregon

Dear Sir:

The enclosed extra work orders have been issued to cover the extra expense to which the contractor will be subjected by reason of his having been required to sign an agreement with the Southern Pacific Company, agreeing to reimburse the Company for such protective measures as the Company sees fit to take. The orders apply, of course, to the Penepacker contract on the South Unit of the Algoma-Terminal City Section of The Dalles-California Highway, Contract No. 2412.

Please read carefully the provisions stated on the orders and make sure that no billings are made against the State that are not in accordance therewith. The Resident Engineer should keep in close contact with the representatives of the Railway Company and do all he can to hold the railroad expenditure to a minimum. The contractor will not be concerned with holding down that part of the cost; in fact it might be to the contractor's interest to encourage the Company to do more. Therefore, it is the Department's responsibility to control the expenditure as much as possible.

Any protective expense that the contractor would have had to bear under the standard provisions of the contract, had the Company not been able to force the contractor into the signed agreement, is still an obligation of the contractor and should be borne by him, if it is possible to segregate such expense from the additional expense forced upon us by the agreement.

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Copies of Ry. Co. agreement were enclosed to both Chandler and Weaver.

SHP:ER

cc to J. B. Weaver
Encl.

FRANK PENEPACKER

400 NORTH THOMPSON STREET
PORTLAND, OREGON

General Contsruction
Equipment Rentals

April 23, 1941

Oregon State Highway Commission,
Salem, Oregon

Attention: Mr. S. H. Probert

Dear Sir:

Contract No. 2412
Algoma-Terminal City Section

Confirming our telephone conversation yesterday afternoon, we have executed the bond and agreement with the Southern Pacific Company in connection with the above-mentioned project, and are enclosing herewith a copy of the bond and agreement for your files.

We have asked the railroad company to expedite the placing of their signal lines and the Western Union lines in conduit under ground for protection against our blasting operations, and it is our understanding that you will issue a force account order under which we will present the expense of this agreement and work to Jack Weaver at Klamath Falls so that it may be transmitted to you with the regular estimate.

Thanking you for your cooperation in this matter, we are,

Yours very truly,

Frank Penepacker

Frank Penepacker

FP:GR

KNOW ALL MEN BY THESE PRESENTS:

That FRANK PENEPACKER, of Portland, Oregon, as principal, and GLENS FALLS INDEMNITY COMPANY, a corporation incorporated, organized and existing under the laws of the State of New York, as surety, are held and firmly bound unto Southern Pacific Company, a Kentucky corporation, hereinafter called "Railroad", in the sum of TEN THOUSAND (10,000) DOLLARS, lawful money of the United States of America, to be paid to said Railroad, its successors or assigns, for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

SEALED with our seals and dated this ~~21st~~ day of April, 1941.

THE CONDITION OF the above obligation is such that

WHEREAS, on the 21st day of April, 1941, the above named principal, as Contractor, entered into a certain agreement in writing with said Railroad relating to the construction of relocated State Highway between Wocus and Algoma, Klamath County, Oregon, which said agreement between said principal and said Railroad is attached hereto and made a part hereof;

NOW THEREFORE, if the said principal shall faithfully perform said agreement between said Railroad and said principal according to the terms, covenants and conditions therein set forth then this obligation shall be void, otherwise to remain in full force and effect.

IT IS UNDERSTOOD AND AGREED that if any alterations, additions, modifications, omissions or deviations are made to, from or in the work to be performed, the same shall in no wise affect or release the undersigned, or either thereof, from their, or either of their obligations under this bond.

IN WITNESS WHEREOF, the siad principal and the said surety have executed these presents in duplicate as of the day and year first herein written.

____
Principal

By__________________
Attorney in Fact
Surety

~~GLENS FALLS INDEMNITY COMPANY~~
SURETY
SURETY

THIS AGREEMENT, made this 21st day of April, 1941, between SOUTHERN PACIFIC COMPANY, a corporation, hereinafter called "Railroad", and FRANK PENEPACKER, of Portland, Oregon, hereinafter called "Contractor";

RECITALS:

Oregon State highway Commission, by contract dated January 16, 1941, has contracted with Contractor for State Highway construction, Terminal City northerly to a point 3.7 miles south of Algoma; over-all length of project 3.56 miles; identified in Highway Commission's Specifications and Contract Agreement as "SOUTH UNIT, ALGOMA-TERMINAL CITY" Section Project No. __________, Contract 2412; work including clearing, grading and construction of 3.56 miles of highway roadbed; 0.64 miles of talus rock topping.

A portion of the project is immediately adjacent to Railroad's right of way and tracks, as shown on Sacramento Division Drawing 8556, Sheet 2, hereto attached and made a part hereof, and it is the desire of the parties hereto to cover by written insturment their understandings and agreements relating to Railroad's protection.

AGREEMENT:

NOW, THEREFORE, it is understood and agreed as follows:

That Contractor shall, in advance of performing any work under said contract between said Oregon State Highway Commission and Contractor, give to Railroad a bond in the sum of Ten Thousand (10,000) Dollars, in form and with good and sufficient surety to be approved by said Railroad, conditioned that Contractor will well and truly perform and fulfill all the covenants, conditions, stipulations and obligations on Contractor's part in this agreement set forth and contained, to-wit;

That Contractor does hereby agree to indemnify and save and hold harmless Railroad from any and all loss, liability, cost and expense which it may sustain or bear, or to which it may be put, resulting in any manner from said contract between said Oregon State Highway Commission and Contractor, and from all damages and liabilities of whatsoever kind or nature by reason of any injury that may occur to Contractor or to the agents, employees or property of Contractor, or to the property of the agents or employees of Contractor by reason of said contract or by reason of the operation of the railroad of said Railroad.

That Contractor does hereby agree to indemnify and save harmless the Railroad from any and all loss, damage, liability, cost and expense which it may sustain or bear or to which it may be put resulting in any manner from any act or omission of Contractor, or any subcontractor under siad Contractor, or any agent, servant or employee of Contractor or any such subcontractor, in or about the performance of said contract between said Oregon State Highway Commission and Contractor, whether such act or omission be negligent or not, and Contractor does hereby further agree to indemnify and save harmless said Railroad against all damages and liabilities of whatsoever kind or nature by reason of any injury that may occur to Contractor, to the agents, employees or property of contractor, or to any such subcontractor, or to any agent, servant or employee of such subcontractor, or the property of such subcontractor, by reason of said contract between said Oregon State Highway Commission and Contractor, or by reason of the operation of the railroad of said Railroad.

Contractor expressly waives any and all claims arising from death or injury to Contractor.

Contractor agrees that the license hereby given Contractor to enter upon the premises of Railroad for the purpose of performing the work covered by sia doontract between said Oregon State Highway Commission and Contractor shall not give now, be deemed or construed to give Contractor the right to do or perform any work whatsoever at any time upon or in connection with the work covered by said contract between said Oregon State Highway Commission and Contractor that will render unsafe the use by said Railroad of its real estate, tracks, buildings or other appurtenances now and hereafer existing, or weaken or injure the same for the operation of trains, cars, or engines, or for its other purposes.

Railroad shall at expense of Contractor, place railroad communication lines and signal circuits in undergroung cables account hazard from blasting operations.

Railroad shall, at expense of Contractor, maintain such flagmen as may be necessary to protect train operations. It is contemplated that a central flagman will be stationed in the vicinity of the work, which flagman will be provided with a railroad dispatcher's telephone through which two outlying flagmen provided with pony phones may be contacted.

Railroad shall, at expense of Contractor, provide each flagman with a flagging shanty, torpedoes, fusees, flags and other supplies and essentials such as may be necessary to proper protection of Railroad's property.

Flagmen will be employed by Railroad on three 8-hour shifts daily unless notified by Contractor at least 48 hours in advance in the event Contractor's work will, discontinue, so that one shift of flagment may be dispensed with. Railroad shall be the sole judge as to whether or not flagment will be required.

The estimated cost of the work to be performed by Railroad at the sole cost and expense of Contractor is summarized as follows:

Unit	Quantity	Character of Work	Labor	Material	Total
L.F.	4000	Place signal line in conduit	150	285	
		Restore signal line after operations cease	50	75	
L.F.	4000	Place W.U. Line in conduit	300	500	
		Restore W.U. Line	75	125	
Ea.	3	Install flagging shanties, comp, with phony phones	300	175	
Das.	60	Central and two outlying flagmen, 24 hours per day (three shifts)	2,650		
Lot	1	Torpedoes, fusees, flags, etc.		75	
%	10	Supervision	350		
%	6	Railroad Pension and Retirement Tax		230	
%	7	Public Liability, Property Damage and Workmen's Compensation Insurance		270	
			3,875	1,735	
					5610

Note:- Contractor will be
credit with salvage value
of S.H. conduit, scrap wire,
pony phones, etc. upon the
conclusion of the work.

Contractor shall, upon request of Railroad, deposit with Railroad the estimated cost of the work to be performed by Railroad at expense of Contractor. If the actual cost of said work, as hereinabove itemized, and any and all other expenses incurred by Railroad, shall prove more or less than said deposit, the difference shall be promptly paid by Contractor or refunded by Railroad, as the case may be.

IN WITTNESS WHEREOF, the parties hereto have executed this agreement in duplicate as of the day and year first herein written.

SOUTHERN PACIFIC COMPANY

BY
GENERAL MANAGER

ATTEST
ASSISTANT SECRETARY

WITNESSED BY

___________ ______________________

April 9, 1941

Mr. E. F. Hassedy
District Superintendent
Southern Pacific Co.
Dunsmuir, California

Attention: Mr. Owens

Dear Sir:

In accordance with our telephone conversation with Mr. Owens, today, we are sending, under separate cover, a set of the plans, specifications and contract for our grading project adjacent to your line between Algoma and Terminal City in Klamath County.

Owing to the fact that our work encroaches on your right of way for a distance of only about 250 feet, we did not make provision in our contract for an agreement between the contractor and your Company. We have arranged with the contractor to enter into such an agreement with the understanding that the State will reimburse him for extra expense involved, and both the contractor and ourselves are very anxious to have the contract prepared and executed at the earliest possible time. The contractor is on the ground and ready to go to work and, if he is delayed, he will, of course, have a claim against us.

Information needed for the preparation of the agreement is available in the copy of contract which we are sending. The contractor's bond will be furnished by Glens Falls Indemnity Co. through its agent Jewett, Barton, Levy & Kern in the Lewis Bldg., Portland, Oregon.

Anything you can do to expedite the preparation and forwarding of the required agreement will be appreciated.

The agreement should be sent direct to the contractor, Frank Penepacker, 400 North Thompson St., Portland.

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

SHP:BB

E. F. Nassoiy, District Superintendent, S.P.Co., Dunsmuir.
Geo. Taylor, Division Engineer, S.P.Co., Dunsmuir, Cal.
Owens is office man at Dunsmuir. (Phone 66)
Mr. Karle, Sales Agent, Phone 4196.

Algoma - Terminal City Contract
Frank Pennypacker, 400 North Thompson St., Portland.

Taylor is having agreement form prepared
and sent to Pennypacker
Talked with Taylor by phone on April 7th
" " Pennypacker " " " 7th

April 8, 1941

Mr. Frank Pennypacker
400 North Thompson St.
Portland, Oregon

Dear Sir:

With regard to your contract for the grading of the South Unit of the Algoma-Terminal City Section of The Dalles-California Highway, we wish to confirm our oral request that you accept and enter into the agreement required by the Southern Pacific Company guaranteeing to protect the Company against damage from your operations, and that you give bond in support of the agreement as also required by the Company. We request, also, that you protect yourself against loss under the agreement by obtaining liability insurance coverage in suitable amount.

The above requests are made with the understanding that the Highway Commission will reimburse you for the premium costs of the bond and insurance referred to, and that it will also reimburse you for any flagging service, pole line protection and other work of like nature for which you may be charged under the terms of the agreement and for which you would not have been liable under the general provisions of your contract with the Highway Commission.

Very truly yours,

R. H. Baldock
Chief Engineer

cc to H. G. Smith
W. L. Chandler

26-A-2

(Stencil #28)

RECEIVED
1941

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

IN YOUR REPLY PLEASE
REFER TO FILE No. Oregon F.A. Proj.No.SN-FAP 26-A(2),
The South Unit of the Algoma -
Terminal City Sec.of The Dalles-
California Hwy.

March 22, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature and return to this office.

Enclosed is an approved copy of the detail estimate, upon which the agreement was based, together with approved copy of specifications.

Very truly yours,

W. H. LYNCH
District Engineer

By T. M. Davis
T. M. Davis
Sr. Highway Engineer

W.E.Chandler
Resident Engineer.

FORM E-50 REVISED [illegible]

RECEIVED

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Klamath Falls
February 27 1941

26-A-2

Subject: R 8558

NOTED
C. B. McCullough

To:

Mr J.W.DeSouza
Assistant Attorney
Salem Oregon.

Dear Sir,

In replying to yours of February 25th, I will back up and review the situation as I see it, so we will both know we are talking about the same thing.

In the first place: under date of December 13 1940, Mr S.I.Ritchey, of the California - Oregon Power Company, forwarded you an estimate for moving power lines on the South Unit of the Algoma - Terminal City Section. That estimate covered work to be done on four different service lines - one of which is the line in question - the line to Mr Lewis' house.

On February 7th, Mr Gardiner requested certain information regarding the ownership of the Lewis service line. After conferring with the Power Co, on February 11th I advised Mr Gardiner to the effect that the company had considered that line as one of their own and included cost of rearranging same in the above mentioned estimate.

Later Mr C.C.Colvin, of the Power Co., called and said that a mistake had been made. The service line to the Lewis property did not belong to the company and should not have been included in the estimate. That was the situation that I wished to discuss with you on the 18th.

Since receipt of yours of the 25th and noting that our option calls for the State paying for the pole line change but does not designate who is to do the work, I have again discussed the situation with the power company officials and, since the situation now seems to have boiled down to a question of the State paying someone to move a private power line, they are agreeable to doing the work, as anticipated in the estimate submitted. That estimate of course is approximate only and the State will billed for all of the actual cost of work done - whether on company lines or private lines, if the company is asked to do the work.

That manner of handling the situation is in line with the implied suggestion contained in yours of the 25th and, I think, it would be the most satisfactory to all concerned.

cc
C.B.McCullough
H.G.Smith
W.E.Chandler

Very truly yours,
Weaver
Resident Engineer.

RECEIVED

26-A-2

9

February 5, 1941

Jewett, Barton, Leavy & Kern
Glens Falls Indemnity Company
Lewis Building
Portland, Oregon

Gentlemen:

We are sending you today by express a fully executed copy of Contract No. 2412 which was awarded to Frank Penepacker by the State Highway Commission on January 16, 1941 covering the South Unit, Algoma-Terminal City Section of The Dalles-California Highway in Klamath County.

Inasmuch as you are surety for the contractor on this job we are sending you this copy of the contract for your records and files.

Yours very truly,

STATE HIGHWAY COMMISSION

By

Secretary

DGD:OA

RECEIVED
FEB 6 1941
FOR FILING

26-A-2

February 5, 1941

Frank Fenopacker
400 North Thompson Street
Portland, Oregon

Dear Sir:

We are sending you today by express a fully executed copy of Contract No. 2412 which was awarded to you on January 16, 1941 by the State Highway Commission covering the South Unit, Algoma-Terminal City Section of The Dalles-California Highway in Klamath County. We are also sending an executed copy to the surety on your bond. This copy is for your records and files.

Yours very truly,

STATE HIGHWAY COMMISSION

By

Secretary

DGD:OA

a

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JAN 31 1941
FOR FILING

FA-26-A-2

January 27, 1941

Mr. W. E. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

We are enclosing herewith seven copies of estimate as basis for project agreement for the South Unit, Algoma-Terminal City Section, Project No. FA 26-A (2).

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department　　Federal Aid Project No. 26-A (2)

SOUTH UNIT, ALGOMA-TERMINAL CITY SECTION OF THE DALLES-CALIFORNIA HIGHWAY IN KLAMATH COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, January 22, 1941

EXTENSION OF PROJECT

Grading (Sta. 109+00 to 167+16.5)

All Required		Clearing and Grubbing		$ 155.00
40	cu. yds.	Structural Excavation, Unclassified	$ 1.00	40.00
24,600	cu. yds.	General Excavation, Unclassified	0.40	9,840.00
255,000	yd. sta.	Short Overhaul	0.008	2,040.00
6,600	C-yd.sta.	Long Overhaul	0.25	1,650.00
1,100	lin. ft.	Rounding Cutbanks	0.08	88.00
1.10	miles	Finishing Roadbed and Slopes	300.00	330.00
110	lin. ft.	18" Corr. Metal Pipe	2.00	220.00
134	lin. ft.	24" Corr. Metal Pipe	3.00	402.00
		Subtotal		$ 14,765.00
		10% Engr. & Cont.		1,476.50
		Total		$ 16,241.50

Length	1.101 miles
Cost per mile	$ 14,751.58

ORIGINAL PROJECT

Grading (Sta. 167+16.5 to 208+00) (Sta. 242+00 to 292+60)

All Required		Clearing and Grubbing		$ 243.00
170	cu. yds.	Structural Excavation, Unclassified	$ 1.00	170.00
220	cu. yds.	Trench Excavation, Unclassified	1.00	220.00
555,000	yd. sta.	Short Overhaul	0.008	4,440.00
25,400	C-yd.sta.	Long Overhaul	0.25	6,350.00
1.74	miles	Finishing Roadbed and Slopes	300.00	522.00
586	lin. ft.	24" Corr. Metal Pipe	3.00	1,758.00
		Subtotal		$ 13,703.00
		10% Engr. & Cont.		1,370.30
		Total		$ 15,073.30

Length	1.730 miles
Cost per mile	$ 8,712.89

Grading and Topping (Sta. 208+00 to 242+00)

All Required		Clearing and Grubbing		$ 91.00
250	cu. yds.	Structural Excavation, Unclassified	$ 1.00	250.00
142,000	cu. yds.	General Excavation, Unclassified	0.40	56,800.00
0.64	mile	Finishing Roadbed and Slopes	300.00	192.00
180	lin. ft.	18" Corr. Metal Pipe	2.00	360.00
230	lin. ft.	48" Corr. Metal Pipe	8.00	1,840.00
5,800	cu. yds.	Talus Rock Topping	0.20	1,160.00
20,000	yd. mi.	Hauling Talus Rock Topping	0.09	1,800.00
		Subtotal		$ 62,493.00
		10% Engr. & Cont.		6,249.30
		Total		$ 68,742.30

Length	.644 mile
Cost per mile	$ 106,742.70

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	Federal Aid Funds	State Funds
Extension			
Grading	$ 16,241.50	$ 9,908.00	$ 6,333.50
Original Project			
Grading	15,073.30	9,196.00	5,877.30
Grading and Topping	68,742.30	41,936.00	26,806.30
	$100,057.10	$ 61,040.00	$ 39,017.10

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

RECEIVED
JAN 20 1941
FOR FILING

26-A-2

January 17, 1941

Mr. Frank Penspacker
400 North Thompsen St.
Portland, Oregon

Dear Sir:

We are sending you today by express four copies of contract No. 2412 which was awarded to you by the State Highway Commission on January 16, 1941, covering the South Unit, Algoma-Terminal City Section of The Dalles-California Highway in Klamath County.

Kindly execute all four copies of this contract as to agreement and bond and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 6, page 15, of the printed General Provisions, relating to the Workmen's Compensation Act. You are expected to accept the terms of this act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the paragraph on the same page, relating to payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

RS

RECEIVED
JUL 16 1941
FOR FILING

26-A-2

January 16, 1941

Frank Pennepacker
400 N. Thompson Street
Portland, Oregon

Dear Sir:

Confirming my telegram to you of this date, the State Highway Commission has today awarded to you the contract for 3.56 miles grading and 0.64 miles topping on the South Unit of the Algoma-Terminal City Section of The Dalles-California Highway. This award was based on your bid of $92,428.00, submitted on December 18, 1940.

Contract forms will be sent to you for execution within the next few days.

Yours very truly,

STATE HIGHWAY COMMISSION

By

Secretary

DG:os
cc: O. S. PAXSON
S. H. PROBERT

File

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM	✓	ORDINARY	☐
DAY LETTER	☐	URGENT RATE	☐
SERIAL	☐	DEFERRED	☐
NIGHT LETTER	☐	NIGHT LETTER	☐
SPECIAL SERVICE	☐	SHIP RADIOGRAM	☐

Patrons should check class of service desired, otherwise the message will be transmitted as a telegram or ordinary cablegram.

COPY OF
WESTERN UNION TELEGRAM

FRANK PENEPACKER
400 E. THOMPSON STREET
PORTLAND, OREGON

STATE HIGHWAY COMMISSION AWARDED YOU TODAY CONTRACT NO. 2412 FOR THE SOUTH UNIT, ALGOMA-TERMINAL CITY SECTION OF THE DALLES-CALIFORNIA HIGHWAY, BASED ON YOUR LOW BID SUBMITTED DEC. 18, 1940. CONTRACT FORMS FOLLOW.

H. B. GLAISYER, SECRETARY
OREGON STATE HIGHWAY COMMISSION

REURTEL 26-A (2) PENEPACKER..

Send the following message, subject to the terms on back hereof, which are hereby agreed to

SALEM, OREGON
JANUARY 16, 1941

W. H. LYNCH
DISTRICT ENGINEER
PUBLIC ROADS ADMINISTRATION
P. O. BOX 3900
PORTLAND, OREGON

IF YOU CONCUR, CONTRACT FOR ALGOMA-TERMINAL CITY PROJECT WILL BE AWARDED TODAY TO FRANK PENEPACKER. ALL RIGHTS OF WAY ARE ACQUIRED.

R. H. BALDOCK

26-A-2

9

RECEIVED
JAN 1
FOR FILING

STANDARD TIME INDICATED
RECEIVED AT 373 STATE STREET
PHONE 6060
SALEM - OREGON
TELEPHONE YOUR TELEGRAMS TO POSTAL TELEGRAPH

Postal Telegraph

(42)

THIS IS A FULL RATE TELEGRAM, CABLEGRAM OR RADIOGRAM UNLESS OTHERWISE INDICATED BY SYMBOL IN THE PREAMBLE OR IN THE ADDRESS OF THE MESSAGE. SYMBOLS DESIGNATING SERVICE SELECTED ARE OUTLINED IN THE COMPANY'S TARIFFS ON HAND AT EACH OFFICE AND ON FILE WITH REGULATORY AUTHORITIES.

Form 16

R32 23/22 GOVT DL=NX PORTLAND ORE 16 219P 1941 JAN 16 PM 2 44

R H BALDOCK=
STATE HIGHWAY ENGINEER SALEM ORE=

REURTEL WE HEREBY CONCUR IN AWARD TODAY OF CONTRACT FOR OREGON FEDERAL AID PROJECT 26-A (2), ALGOMA-TERMINALCITY, TO FRANK PENEPACKER=

ANDREWS.

RECEIVED
JAN 17 1941
FOR FILING

REURTEL 26-A (2) PENEPACKER..

Send the following message, subject to the terms on back hereof, which are hereby agreed to

SALEM, OREGON
JANUARY 16, 1941

W. H. LYNCH
DISTRICT ENGINEER
PUBLIC ROADS ADMINISTRATION
P. O. BOX 3900
PORTLAND, OREGON

IF YOU CONCUR, CONTRACT FOR ALGOMA-TERMINAL CITY PROJECT WILL BE AWARDED TODAY TO FRANK PENEPACKER. ALL RIGHTS OF WAY ARE ACQUIRED.

R. H. BALDOCK

Charge to the account of ______________________ $ ______

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM	☐	ORDINARY	☐
DAY LETTER	☒	URGENT RATE	☐
SERIAL	☐	DEFERRED	☐
NIGHT LETTER	☐	NIGHT LETTER	☐
SPECIAL SERVICE	☐	SHIP RADIOGRAM	☐

Patrons should check class of service desired, otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

1217-B

R. B. WHITE
PRESIDENT

NEWCOMB CARLTON
CHAIRMAN OF THE BOARD

J. C. WILLEVER
FIRST VICE-PRESIDENT

CHECK

ACCOUNTING INFORMATION

TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

SALEM, OREGON
JANUARY 16, 1942

W. H. LYNCH
DISTRICT ENGINEER
PUBLIC ROADS ADMINISTRATION
P. O. BOX 3900
PORTLAND, OREGON

IF YOU CONCUR, CONTRACT FOR ALGOMA-TERMINAL CITY PROJECT WILL BE AWARDED TODAY TO FRANK PENEPACKER. ALL RIGHTS OF WAY ARE ACQUIRED.

R. H. BALDOCK

December 14, 1940

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

In accord with the request contained in your letter of December 2, 1940, we are sending, under separate cover, five blueprint copies of revised project statement for the Algoma-Klamath Falls Section.

The revised length of project is 16.2 miles.

Very truly yours,

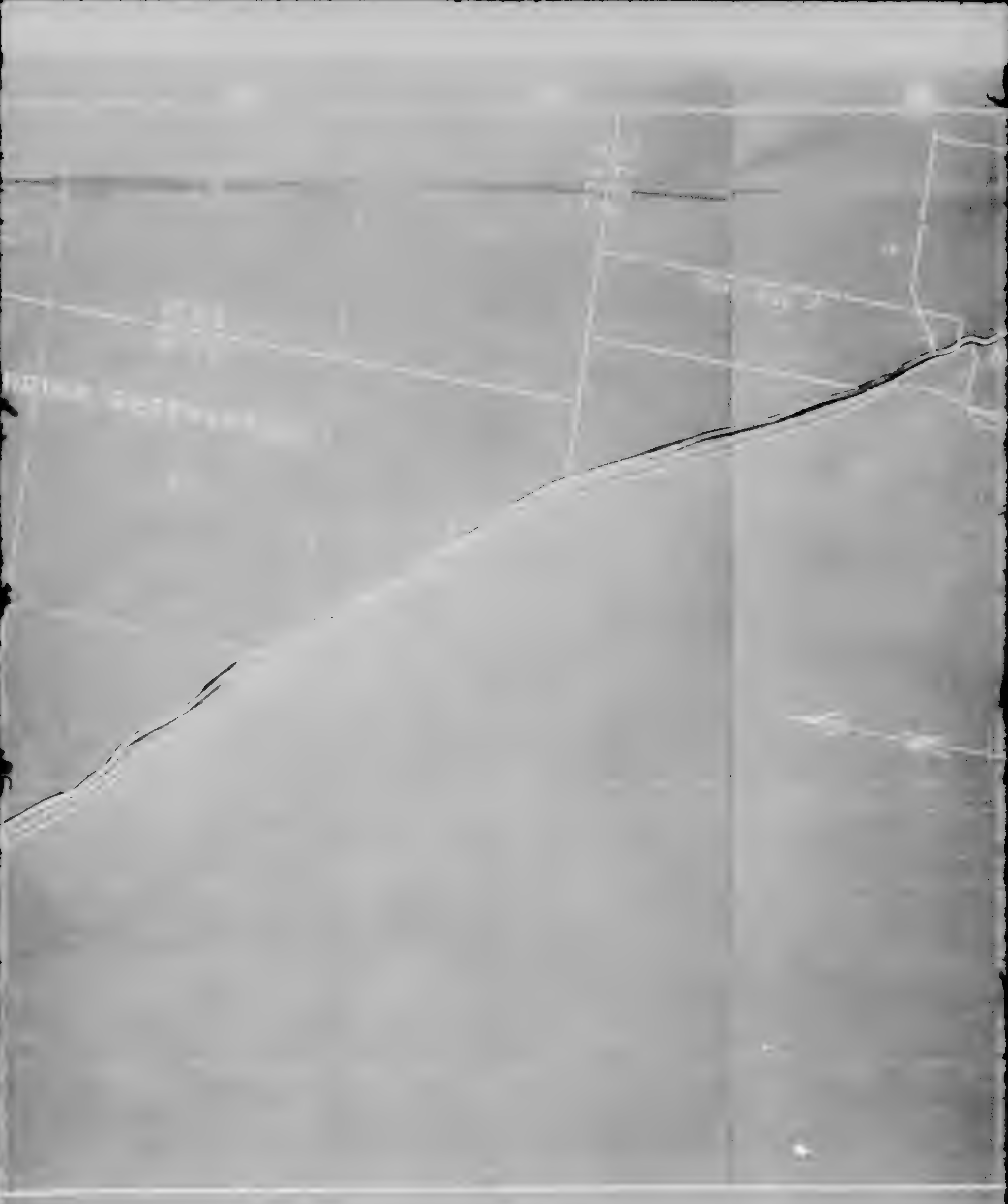
R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dist. by J. W. Nash/ER

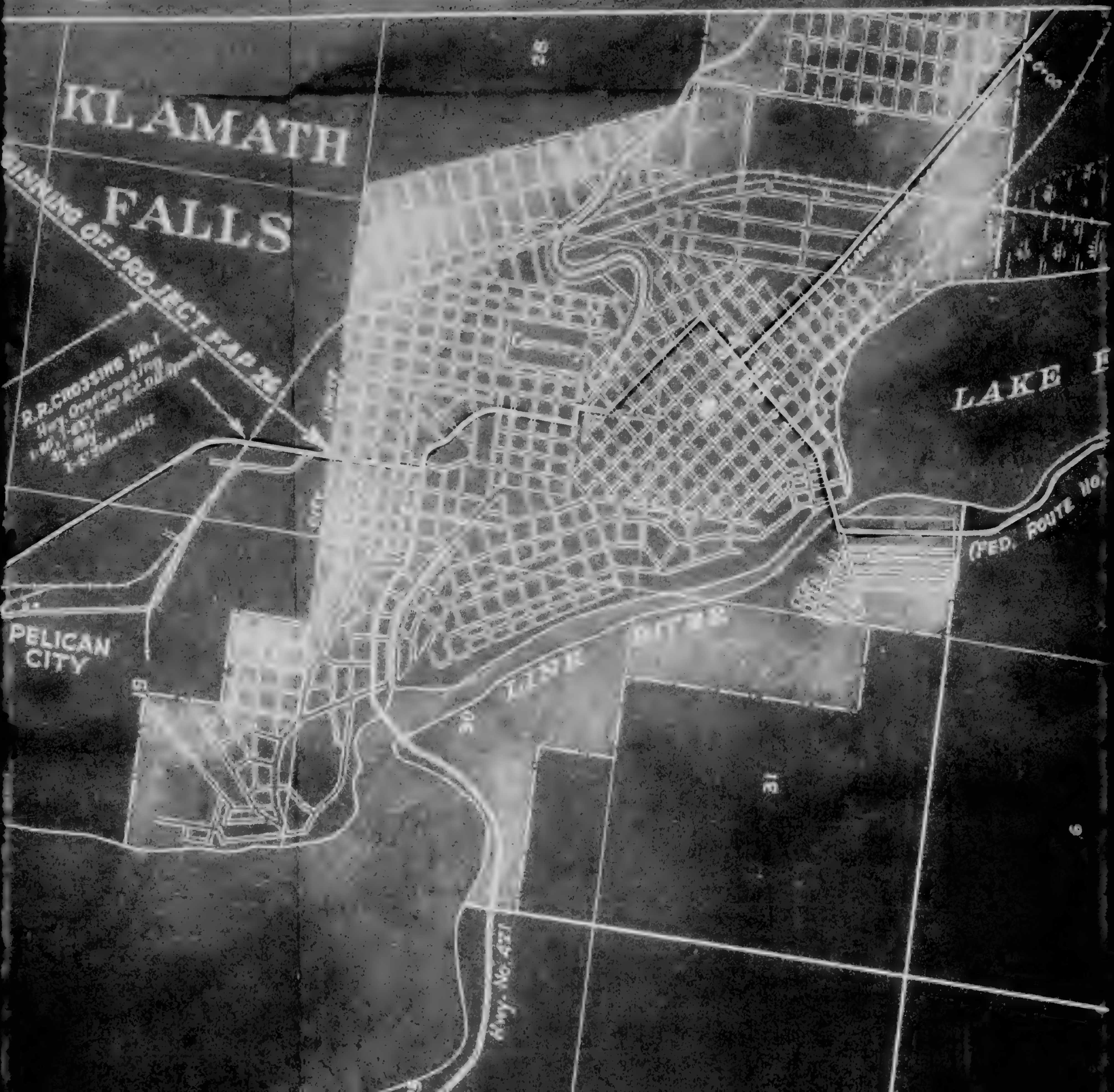
KLAMATH INDIAN



ALGOMA

T17S
T18S
KLAMATH

CITY
CITY
LAKE


KLAMATH
FALLS
INNING OF PROJECT FAP
R.R. Crossing No. 1
LAKE E
(FED. ROUTE NO.
PELICAN
CITY
LINK
30
31
6
Hwy. No. 421

LAKE EWAUNA

December 4, 1940

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

In accord with the request contained in your letter of December 2, 1940, we are sending, under separate cover, five blueprint copies of plan sheet number 8 for the South Unit, Algoma-Terminal City Section, Project No. FA 26-A (2), which sheet has been revised to show the rounding of cutbanks.

The revised project statement map requested in your letter will be submitted later.

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dist. by J. H. Nash/EH

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

RECEIVED
DEC 3 - 1940

December 2, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Federal Aid Project 26-A (2), the South Unit of the Algoma-Terminal City Section of The Dalles-California Highway, have today been recommended for approval. This is your authority to advertise for bids, subject to final review and approval by the Commissioner of Public Roads.

Concurrence in award will be withheld until all of the right of way is secured.

Please furnish revised project statement sketch maps showing the revision of alignment at your early convenience and also advise the revised length of the project.

Revised typical section sheets should also be submitted to show the slope rounding.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

November 27, 1940

Mr. W. E. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

We are enclosing herewith seven copies of estimate and three copies of right of way statement for the South Unit, Algoma-Terminal City Section, Project No. FA 26-A (2).

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dist. by J. W. Nash/ER

Encl.

Oregon State Highway Department Federal Aid Project No. 26-A (2)

SOUTH UNIT, ALGOMA-TERMINAL CITY SECTION
OF THE DALLES-CALIFORNIA HIGHWAY IN KLAMATH COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, November 27, 1920

EXTENSION OF PROJECT

Grading (Sta. 109+00 to 167+16.5)

All Required		Clearing and Grubbing		$ 110.00
40	cu. yds.	Structural Excavation, Unclassified	$ 2.00	80.00
24,600	cu. yds.	General Excavation, Unclassified	.42	10,332.00
255,000	yd. sta.	Short Overhaul	.006	1,530.00
6,600	C-yd.sta.	Long Overhaul	.40	2,640.00
1,100	lin. ft.	Rounding Cutbanks	.10	110.00
1.10	miles	Finishing Roadbed and Slopes	300.00	330.00
110	lin. ft.	18" Corr. Metal Pipe	2.00	220.00
134	lin. ft.	24" Corr. Metal Pipe	3.00	402.00
			Subtotal	$ 15,754.00
			10% Engr. & Cont.	1,575.40
			Total	$ 17,329.40

Length 1.101 miles
Cost per mile $ 15,739.69

ORIGINAL PROJECT

Grading (Sta. 167+16.5 to 208+00) (Sta. 242+00 to 292+60)

All Required		Clearing and Grubbing		$ 170.00
170	cu. yds.	Structural Excavation, Unclassified	$ 2.00	340.00
220	cu. yds.	Trench Excavation, Unclassified	1.50	330.00
555,000	yd. sta.	Short Overhaul	.006	3,330.00
25,400	C-yd. sta.	Long Overhaul	.40	10,160.00
1.74	miles	Finishing Roadbed and Slopes	300.00	522.00
586	lin. ft.	24" Corr. Metal Pipe	3.00	1,758.00
			Subtotal	$ 16,610.00
			10% Engr. & Cont.	1,661.00
			Total	$ 18,271.00

Length	1.730 miles
Cost per mile	$ 10,561.27

Grading and Topping (Sta. 208+00 to 242+00)

All Required		Clearing and Grubbing		$ 60.00
250	cu. yds.	Structural Excavation, Unclassified	$ 2.00	500.00
142,000	cu. yds.	General Excavation, Unclassified	.42	59,640.00
0.64	mile	Finishing Roadbed and Slopes	300.00	192.00
180	lin. ft.	18" Corr. Metal Pipe	2.00	360.00
230	lin. ft.	48" Corr. Metal Pipe	7.00	1,610.00
5,800	cu. yds.	Talus Rock Topping	.30	1,740.00
20,000	yd. mi.	Hauling Talus Rock Topping	.10	2,000.00
			Subtotal	$ 66,102.00
			10% Engr. & Cont.	6,610.20
			Total	$ 72,712.20

Length	.644 mile
Cost per mile	$ 112,907.14

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	Federal Aid Funds	State Funds
Extension			
Grading	$ 17,329.40	$ 10,571.00	$ 6,758.40
Original Project			
Grading	18,271.00	11,145.00	7,126.00
Grading & Topping	72,712.20	44,354.00	28,358.20
	$ 108,312.60	$ 66,070.00	$ 42,242.60

SOUTH UNIT, ALGOMA-TERMINAL CITY SECTION

PROJECT NO. FA 26-A (2)

While negotiations for right of way are under way, twenty-three parcels have not been acquired, nor has the right to occupy and use these parcels been secured, but it is now believed that all necessary right of way can be made fully available within eighteen days.

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

November 27, 1940

CONTRACT# [redacted] 2413

20-4207 Hendricks Bridge-Silver Creek 1940
#2413 Prod. Proj., McKenzie Hwy.

20-4207

R

FINAL COST ANALYSIS
Hendricks Bridge-Silver Creek
The McKenzie Highway in Lane County

Contract 2413
M. L. O'Neil & Son, Contractors

Prefix 20-4207
E. E. Umphlette, Resident Engineer

Item	Cost	Quantity	Unit	Unit Cost	Unit Bid	Gross Revenue
3/4"-½" Cr. Gravel in Stockpile	$4,546.65	3,356.7	Cu. Yd.	$1.355	$1.39	$4,665.81
½"-¼" " " "	4,528.09	3,343.0	" "	1.355	1.39	4,646.77
¼"-0" " " "	1,815.03	1,340.0	" "	1.355	1.39	1,862.60
Clearing & Grubbing Stockpile Sites	111.00	All	Lump	111.00	700.00	700.00
Leveling of Stockpile Sites	171.48	"	"	171.48	400.00	400.00
Woven Wire Stock Fence	270.53	184.79	Rods	1.464	1.70	314.14
Gates in Stock Fence	112.45	8	Only	14.056	18.00	144.00
12" Concrete Pipe	71.39	84	Lin. Ft.	0.85	1.40	117.60
Screen Rejections	233.28	933.1	Cu. Yd.	0.25	0.25	233.28
Haul Adjustment		1,179.7	Yd. Mi.		0.08	94.38
Force Account #1	83.58	22.6	Hours	3.70	4.25	96.03
	$11,943.48					$13,274.61

Gross Revenue	$13,274.61
Total Cost	11,943.48
Net Profit	$1,331.13

Net Profit Equals 10.0% of Gross Revenue

NOTED
State Highway Engineer

Hendricks Bridge-Silver Creek

Detail of Cost

Labor:					
Supervision				$1,112.15	
Labor				3,691.91	
State Industrial Accident Insurance				254.62	
Social Security & Unemployment Insurance				192.15	
					$5,250.83
Materials:					
12" Conc. Culv. Pipe	84	lin. ft.	at $0.60	$50.40	
Gates in Stock Fence	8	only	" 12.00	96.00	
39" Woven Wire Fence	184.79	rods	" 0.369	68.18	
Barbed Wire	184.79	"	" 0.054	9.99	
Misc. Hardware on Fence				15.43	
Lumber	0.66	M-FBM	" 16.00	10.56	
Posts	357	only	" 0.10	35.70	
					286.26
Equipment Rental, Tools & Misc.:					
Equipment Rental				$3,074.82	
Lumber (Plant Set-Up)				338.52	
Hardware (Plant Set-Up)				169.73	
Gasoline, Oil and Grease				1,454.93	
Miscellaneous Supplies				1,114.20	
Bond				94.98	
Freight				27.27	
Office & Overhead				131.94	
					6,406.39
Total Cost					$11,943.48

Hendricks Bridge-Silver Creek

Analysis of Costs

Item	Cost	Quantity	Unit	Unit Cost
Move In & Set Up	$2,578.01	8,972.8	Cu. Yd.	$0.287
Drag to Crusher	948.73	"	" "	0.106
Crushing	4,878.34	"	" "	0.544
Stockpile	390.48	"	" "	0.045
Total	$8,795.56	8,972.8	Cu. Yd.	$0.982
Haul to Stockpile	$2,327.51	35,875	Yd. Mi.	$0.065

Sizes & Quantities of Rock Produced

3/4"-½" Cr. Gravel in Stockpile	3,356.7 Cu. Yd.
½"-¼" " " " "	3,343.0 " "
¼"-0 " " " "	1,340.0 " "
¼"-0 Screen Rejections	933.1 " "

Hendrick Bridge-Silver Creek
Rock Production

This contract, a "State Project", for the furnishing of crushed gravel in stockpiles was bid and awarded on January 16th, 1941. Work on this project began April 22nd, 1941 and was completed June 21, 1941. M.L. O'Neil & Son was awarded this contract, but Al Saxton did the crushing for them.

The contractor moved in and began the plant set-up on April 22, 1941 and started crushing operations May 19, 1941. The moving in and set-up costs were high due to the large number of men employed and the length of time consumed in this operation. A 65-foot span had to be erected in order to get to the gravel deposit which is located on an island in the McKenzie River 500 feet south of the McKenzie Highway at M.P. 20.03.

The crushing plant consisted of 4 PD-40 International diesel engines, 1 - 14" x 38" jaw crusher, 1 - 24" Traylor gyratory crusher, 1 - 20" Traylor gyratory crusher, 1 set of double drums, 1 - 3' x 8' single vibratory screen, 1 - 3' x 10' triple vibratory screen, 1 - 4" pump, 1 - 1 cu. yd. dragline bucket, 1 conveyor belt and a bucket elevator. The plant operated a total of 378 hours to produce 8,972 cu. yd. of crushed gravel, an average of 24 cu. yds. per hour. An average of 3 trucks was used to stockpile crushed materials.

No difficulty was experienced during this project by the contractor. The equipment stood up very well, and only 4 hours were lost due to equipment failure. The gravel was very hard to crush, but a fair hourly production was maintained.

The gravel deposit consisted of material from 10" to 0, and this was run over a grizzly into a 14" x 38" primary crusher. Two-tenths of 1% of the pit run material was too large for this crusher. From the primary crusher the material traveled up a conveyor belt to the 3' x 8' scalping screen where it was washed and the 1" - 0 taken out. Six and seven-tenths percent of the material run over this screen was removed in the scalping and washing operation. The material after it had passed over the scalping screen then went through the 24" Traylor and from there, by bucket elevator, to the 3' x 10' triple-deck vibratory screen. The oversize coming off this screen was returned to the 20" Traylor recrush, which was set up alongside of the 24" Traylor, and was taken from there over the 3" x 10" screen again.

The percentages of materials handled are as follows:

10" plus = .2 of 1% of total material crushed
1" - 0 Scalpings = 6.3% " " " "
3/4"-½" Cr. Gravel = 35.1% " " " "
½"-¼" " " = 34.9% " " " "
¼"-0 " " = 23.7% " " " "

The contract was bid too low for the contractor to realize much profit on the crushing items, but the stockpile site and miscellaneous items were bid high enough for him to show a fair profit on the whole project.

E. H. Clymer
Cost Analyst

By . . A. C. Vincent

RECEIVED
JUL 31 1941
FOR FILING

20-4207
2413

July 30, 1941

Great American Indemnity Company
Harvey Wells-Reed Insurance Agency
Failing Bldg.
Portland, Oregon

Gentlemen:

You are hereby notified that State Highway contract No. 2413 for work on the Hendricks Bridge-Silver Creek Section of the McKenzie Highway in Lane County, has been completed by the contractor, M. L. O'Neil & Son, and that final settlement will be made on or after August 9, 1941.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is served upon you since you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractor in connection with this contract will be $13,274.61, including final payment, of which $96.03 is for force account work. This contract was completed on June 25, 1941, and accepted by the Commission on July 24, 1941.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

[illegible]

NOTED
D. [illegible]. DeSart

RECEIVED
JUL 15 1941
FOR FILING

20-4207

July 15, 1941

Harvey Wells-Reed Insurance Agency
Failing Building
Portland, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to M. L. O'Neill & Son, John Day, Oregon, on Contract No. 2413, Hendricks Bridge-Silver Creek Section, McKenzie Highway, Lane County. This payment in the amount of $1,073.72, will be made on or after July 25, 1941. The retained percentage is $750.00.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Kindly acknowledge receipt of this letter.

Yours very truly,

OA

Secretary

NOTED
D. C. DeSart

Form E-1—5M—4-41

√ P

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 28, 19 41

Section Hendricks Bridge-Silver Creek

Kind of work 8,000 C.Y. Cr. Materials in Stockpiles

Highway McKenzie

Section prefix 20-4207

Contractor M. L. O'Neil and Son

Contract number 2413

Date of contract Jan. 16, 19 41

Date of completion June 30, 19 41

Date work started Mar. 23, 19 41

Estimated date of completion June 30, 19 41

Amount of contract $12,663.00

Per cent of time elapsed $\frac{159}{165}$ 96 %

Estimated cost of completed project, exclusive of engineering $15,690.00

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date, $ 638.58, 4 %

Date project was completed June 25 19 41

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

PROGRESS BY CONTRACTOR

Contractor had 5 men fencing three days.

Contract ~~week~~ completed Wednesday, June 25th.

ENGINEERING

Survey crew measured length of fence enclosing

Stockpile sites at M.P. 16.94 , 23.95, & M.P. 27.99

Measured haul distance at the Plant site on this day

RECEIVED JUN

Signed E. E.

Address Res. Engr.

NOTED VAN SCOY

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project			22.22		
Miles partially completed					
Miles completed					
Total estimated quantities			8,000 CY		
Estimated quantities moved or placed to date			8,000CY		
Average daily quantities					
Average daily quantities necessary to complete project on time			Completed		
Number shifts per day			1		
Hours per shift			8		
Average force on project for week			5		

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men	5						5
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	"		
Tuesday	Showers		
Wednesday	Cloudy		
Thursday			
Friday			
Saturday			

STATE PRINTING DEPT.

a

RECEIVED
FEB 6 1941
FOR FILING

20-4207

February 5, 1941

GREAT AMERICAN INDEMNITY COMPANY
c/o Harvey Wells-Reed Insurance Agency
Failing Building
Portland, Oregon

Gentlemen:

We are sending you today by express a fully executed copy of Contract No. 2413 which was awarded to N. L. O'Neil & son by the State Highway Commission on January 16, 1941, covering the furnishing of crushed gravel in stock piles on the Hendricks Bridge-Silver Creek Section of the McKenzie Highway, in Lane County.

Inasmuch as you are surety for the contracting firm on this job, we are sending you this copy of the contract for your records and files.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

BGD:OA

RECEIVED
FEB 6 1941
FOR FILING

2.-4207

February 5, 1941

M. L. O'[illegible] & SON
John Day, Oregon

Gentlemen:

We are sending you today by express a fully executed copy of Contract No. 2413 which was awarded to you by the State Highway Commission on January 16, 1941, covering the furnishing of crushed gravel in stock piles on the Hendricks Bridge-Silver Creek Section of the McKenzie Highway, in Lane County. We are also sending an executed copy to the surety on your bond.

This copy is for your records and files.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

DGD:OA

RECEIVED
JAN 18 1941
FOR FILING

20-4307

January 17, 1941

M. L. O'Neil & Son
Route 1
Eugene, Oregon

Gentlemen:

We are sending you today by express four copies of contract No. 2413 which was awarded to you by the State Highway Commission for the Hendricks Bridge-Silver Creek Rock Production Project on the McKenzie Highway in Lane County, on January 16, 1941.

Kindly execute all four copies of this contract as to agreement and bond and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 6, page 15, of the printed General Provisions, relating to the Workmen's Compensation Act. You are expected to accept the terms of this act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the paragraph on the same page, relating to payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

RS

Secretary

NOTED
D. G. DeSart

RECEIVED
JUL 16 1941
FOR FILING

20-4207
2413

January 16, 1941

M. L. O'Neil and Son
Eugene, Oregon

Gentlemen:

Confirming my telegram to you of this date, the State Highway Commission has today awarded to you the contract for the furnishing of crushed gravel in stock piles on the Hendricks Bridge-Silver Creek Rock Production on the McKenzie Highway in Lane County. This award was based on your bid of $12,663.60 submitted on December 18, 1940.

Contract forms will be sent to you for execution within the next few days.

Yours very truly,

STATE HIGHWAY COMMISSION

By

Secretary

DG:ea
cc: G. S. Paxson
S. H. Probert

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM	☒	ORDINARY	
DAY LETTER		URGENT RATE	
SERIAL		DEFERRED	
NIGHT LETTER		NIGHT LETTER	
SPECIAL SERVICE		SHIP RADIOGRAM	
Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.			

COPY OF
WESTERN UNION TELEGRAM

E. L. O'NEIL AND SON
EUGENE, OREGON

STATE HIGHWAY COMMISSION AWARDED YOU TODAY CONTRACT NO. 2413 FOR THE HENDRICKS BRIDGE-SILVER CREEK ROCK PRODUCTION PROJECT ON MCKENZIE HIGHWAY, BASED ON YOUR LOW BID SUBMITTED DEC. 18, 1940. CONTRACT FORMS FOLLOW.

H. B. GLAISYER, SECRETARY
OREGON STATE HIGHWAY COMMISSION

CONTRACT # [redacted] 2414

1-1122 Flagstaff Hill-Ruckles Creek Sec.
Baker-Homestead Highway 1941

#2414

RECEIVED
OCT 1
FOR FILE

1-1122

October 15, 1942

R. O. Dail & Warren Bros., Inc.
8919 S. E. Foster Road
Portland, Oregon

Gentlemen:

The State Highway Commission, at its meeting on October 1, 1942, granted you the extension of time requested, from August 31, 1941, to August 11, 1942, without penalty, in connection with contract No. 2414 for construction of the Flagstaff Hill-Ruckles Creek Section of the Baker-Homestead Highway, in Baker County.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

AM

cc - Mr. Van Scoy

RECEIVED
OCT 14 1942
FOR FILE

1-1122

October 14, 1942

United States Fidelity & Guaranty Co.
Raymond C. Weiss, Agent
Bedell Building
Portland, Oregon

Gentlemen:

You are hereby notified that state highway contract No. 2414 for work on the Flagstaff Hill-Ruckles Creek Section of the Baker-Homestead Highway, in Baker County, has been completed by the contractor, R. O. Dail & Warren Brothers, Inc., and that final payment will be made on or after October 24, 1942.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is served upon you since you appear as surety on the bond furnished by the above-mentioned contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractor in connection with this contract will be $74,664.27, including final payment, and that no force account work was performed therein. This contract was completed on August 11, 1942, and was accepted by the Commission on October 1, 1942.

Very truly yours,
OREGON STATE HIGHWAY COMMISSION

By

Secretary

AM

NOTED
A. L. MONSON

R.H. Baldock

RECEIV

September 18th, 1942

FINAL COST ANALYSIS

Flagstaff Hill-Ruckles Creek Section — Baker-Homestead Highway
Contract #2414 — Grade, Surface & Oil — Prefix 1-1122
R. O. Dail & Warren Bros., Contractors
E. F. Chidsey, Resident Engineer

1-1122

Item	Cost	Quantity	Unit	Unit Cost	Unit Bid	Gross Revenue
*Clearing & Grubbing	$300.00	All				$300.00
*Trench Exc., Unclass.	405.20	405.2	Cu. Yd.	$1.00	$1.00	405.20
*General Exc., Unclass.	12,577.53	93,166.9	" "	0.135	0.135	12,577.53
*Overhaul	1,371.14	137,114.1	Yd. Sta.	0.01	0.01	1,371.14
*Truck Haul	1,838.70	18,387.0	Yd. Mi.	0.10	0.10	1,838.70
*Rounding Cutbanks	625.50	12,510.0	Lin. Ft.	0.05	0.05	625.50
*Finishing Roadbed and Slopes	676.00	3.38	Mile	200.00	200.00	676.00
*18" Concrete Pipe	930.00	465	Lin. Ft.	2.00	2.00	930.00
*24" " "	819.00	273	" "	3.00	3.00	819.00
*36" " "	648.00	108	" "	6.00	6.00	648.00
*24" Corr. Metal Pipe	301.00	86	" "	3.50	3.50	301.00
*Salvage Culvert Pipe	26.00	26	" "	1.00	1.00	26.00
*Selected Roadbed Topping	4,298.76	21,493.81	Cu. Yd.	0.20	0.20	4,298.76
*Hauling Roadbed Topping	4,868.58	48,685.8	Yd. Mi.	0.10	0.10	4,868.58
4"-2" Rock in Base	16,879.44	11,156.11	Ton	1.51	1.00	11,156.11
3/4"-0 Rock in Base & Shoulders	11,522.38	7,606.66	"	1.51	1.00	7,606.66
*Sprinkling	1,484.88	784.6	M-Gal.	1.98	1.50	1,176.90
Preparation of Base	684.06	8.13	Mile	84.14	90.00	731.70
3/4"-0 Rock in Binder Course	1,796.71	748.36	Ton	2.40	1.70	1,272.21

[illegible]D
[illegible] Engineer

Flagstaff Hill-Ruckles Creek Final Cost Analysis.

Item	Cost	Quantity	Unit	Unit Cost	Unit Bid	Gross Revenue
Furn. & Place Aggregates	$5,135.48	2,098.27	Ton	$2.45	$1.70	$3,567.06
" " " RC-4 in Binder	3,706.26	148.6	"	24.94	23.30	3,462.38
" " " 151-200 Asphalt	4,622.18	185.71	"	24.88	23.50	4,364.19
" " " RC-4 in Seal Coat	2,276.58	91.36	"	24.92	23.30	2,128.69
3/4"-½" Crushed Rock in Stockpile	1,732.71	1,189.5	Cu. Yd.	1.46	1.00	1,189.50
½"-¼" Cr. Rock in S.P.	892.17	583.0	" "	1.53	1.00	583.00
¼"-10 Mesh Cr. Rock in Stockpile	560.76	389.3	" "	1.46	1.00	389.30
PA #1, 3/4"-0 Rock Surfacing	4,007.21	2,868.51	Ton	1.40	1.20	3,442.21
PA #1, 3/4"-0 Rock in Binder	1,147.75	500.57	"	2.29	1.90	951.08
PA #1, Furn. & Place Mineral Aggregate	3,324.31	1,433.44	"	2.32	1.90	2,723.54
	$89,458.29					$74,429.94

* Work done all or in part by Leonard & Slate

Total Cost	$89,458.29
Gross Revenue	74,429.94
Net Loss	$15,028.35

Net Loss Equals 20% of Gross Revenue

Flagstaff Hill - Ruckles Creek

Detail of Cost

Labor:		
Supervision	$2,630.53	
Labor	13,875.96	
State Industrial Accident Insurance	829.38	
Social Security & Unemployment Insurance	746.19	
		$18,082.06
Materials:		
Asphalt	$3,798.11	
Freight on Asphalt	3,480.87	
		7,278.98
Equipment Rental, Supplies & Misc.:		
Equipment Rental (Includes Repairs)	$14,238.80	
Rented Equipment	5,016.51	
Gas, Oil and Grease	7246.62	
Lumber	126.28	
Explosives	2,398.75	
Bits	16.58	
Broom Cores	104.29	
Small Tools & Misc. Supplies	3,187.97	
Cost of Wreck during Move In	439.00	
P.U.C. Fees	40.88	
Freight	101.83	
Bond	437.73	
Home Office & General Overhead	891.60	
		34,246.84
SubeTotal		$59,607.88
Work done by sub-contractor		29,850.29
Total		$89,458.29

Breakdown of Crushing Costs

Item	Cost	Quantity	Unit	Unit Cost
Move In and Set Up	$2,055.23	29,114	Tons	$0.070
Shoot Quarry	5,006.70	"	"	0.172
Load and Haul to Plant	7,905.43	"	"	0.272
Crush	11,641.19	"	"	0.400
Total Cost in Bunkers per Ton				$0.914
Total Cost in Bunkders per cu. yd. for Stockpile Material equals 1.25 x 0.914				$1.14

Hauling

Haul to Road	21,631.28 Tons, average haul 2.6 miles	56,240	Ton Miles
Haul to Stockpile includes Oil Rock	7,481.64 Tons, average haul 0.6 mile	4,489	" "
Total Haul		60,729	Ton Miles
Cost per Ton Mile		$0.11	
" " Yd. Mile		0.14	
Total Cost of Hauling		$6,677.94	

Breakdown of Crushing Costs

Amount of Crushed Rock Produced:

4"-2" Base Rock	11,156.11	Tons
3/4"-0 Rock in Base and Shoulders	10,475.17	"
3/4"-0 Rock in Binder Course	1,248.93	"
Mineral Aggregate	3,531.71	"
*3/4"-½" Crushed Rock in Stockpile	1,486.88	"
*½"-¼" " " " "	728.75	"
*¼"-10 Mesh " " " "	486.63	
T o t a l	29,114.18	Tons

*Note: Conversion factor is 1 cu. yd. = 1.25 Tons

Remarks:

This was a "State Project" which was bid January 21st, 1941. Work was started on January 25th, 1941 and finished August 11th, 1942. The contract consisted of the grading of 3.38 miles of roadbed, the construction of 8.17 miles of pit run gravel topping, rock base and Type 0-9 oil mat wearing surface and the furnishing of approximately 2,000 cu. yd. of crushed rock in stockpiles. The grading and topping was sub-let to Leonard & Slate, who moved in and completed their sub-contract in less than three months.

The contractor moved in his crushing equipment July 20th, 1941 and started crushing September 6th. The considerable hold-up was due to the wrecking of a convoy truck bringing in the contractor's jaw crusher. Equipment used by the contractor consisted of one 1¼ cu. yd. shovel, one ½ cu. yd. shovel, one #77 motor patrol, one 10-ton roller, retort, boiler, distributor, seven 4 cu. yd. trucks, two oil tenders, set of scales, wagon drill and 210 compressor, aggregate spreader box, pick-up, grease wagon and a semi-portable crushing plant consisting of one 2'4" Trailer crusher, one 1'8" Trailer crusher, 24" x 65' conveyor belt, 24" x 85' conveyor belt, 4' x 12' single-deck shaker screen, 4' x 10' three-deck Simplicity screen, 50 cu. yd. portable steel bin, 20" plate feeder, 2' x 6' scalper screen, two 10 h.p. electric motors, three 5 h.p. electric motors and one 2 h.p. motor. Power used on the plant was two 120 h.p. Buda diesel motors and one PD 40 motor with generator.

Production was very slow considering the size of the plant, being only 35 tons per hour. Numerous breakdowns, poor supervision and considerable difficulty in obtaining suitable rock for crushing from the quarry were the main reasons for the low output, as The plant was easily capable of making 80 tons per hour.

Due to the slowness of his operations, the contractor was unable to complete his work in 1941, and operations were suspended November 29th.

The contractor resumed work July 1st, 1942 and began oiling July 5th. Oiling operations were very slow due to the extreme shortage of labor and to the numerous breakdowns of the equipment. Most of the equipment used by the contractor for oiling was worn out, and efficient operation was impossible.

This job was not handled efficiently, and the considerable amount of down time added greatly to the costs. If the work had been prosecuted and finished during 1941, the savings to the contractor would have been considerable, as the cost of moving in and finishing plus the rising labor costs were considerable. The work included nothing out of ordinary, and the prices were in line for 1941.

E. H. Clymer
Cost Analyst

By . . C. E. Paulsen

Baker-Homestead Highway
Flagstaff Hill-Ruckles Creek Section
Leonard & Slate, Sub-contractors
E. F. Chidsey, Resident Engineer

Item	Cost	Quantity	Unit Cost	Unit Bid	Gross Revenue
Clear & Grub	$267.30	All			$300.00
Trench Exc., Unclassified	233.46	405.2 Cu. Yd.	$0.57	$1.00	405.20
General Exc., Unclass.	10,812.26	93,166.9 " "	0.116	0.135	12,577.53
Overhaul	1,311.00	137,114.1 Yd. Sta.	0.01	0.01	1,371.14
Truck Haul	3,210.00	18,387.0 Yd. Mi.	0.17	0.10	1,838.70
Rounding Cutbanks	594.00	12,510.0 Lin. Ft.	0.047	0.05	625.50
Finishing Roadbed and Slopes	507.00	3.38 Miles	150.00	200.00	676.00
18" Concrete Pipe	906.75	465 Lin. Ft.	1.95	2.00	930.00
24" " "	764.40	273 " "	2.80	3.00	819.00
36" " "	583.20	108 " "	5.40	6.00	648.00
24" Corr. Metal Pipe	283.80	86 " "	3.30	3.50	301.00
Salvage Culvert Pipe	26.00	26 " "	1.00	1.00	26.00
Selected Roadbed Topping	3,054.77	21,493.8 Cu. Yd.	0.14	0.20	4,298.76
Haul Roadbed Topping	5,092.53	48,685.8 Yd. Mi.	0.105	0.10	4,868.58
Sprinkling	209.00	110 M-Gal.	1.90	1.50	165.00
	$27,855.47				$29,850.41

Gross Revenue	$29,850.41
Total Cost	27,855.47
Net Profit	$1,994.94

Net Profit Equals 6.7% of Gross Revenue

Flagstaff Hill-Ruckles Creek
Leonard & Slate, Sub-contractors

Detail of Cost

Labor:

Supervision	$666.50	
Labor	7,922.45	
State Industrial Accident Insurance	558.28	
Social Security & Unemployment Insurance	343.56	
		$9,490.79

Materials:

18" Concrete Pipe	465 lin. ft. at	$1.70	$790.50	
24" " "	273 " " "	2.45	668.85	
36" " "	108 " " "	4.85	523.80	
24" Corr. Metal Pipe	86 " " "	2.91	250.26	
24" Corr. Metal Pipe Bands	2 each "	3.30	6.60	
				2,240.01

Equipment Rental, Supplies & Misc.:

Equipment Rental (Includes Repairs)	$10,270.00	
Hired Trucks (Includes Gas, Oil & Grease)	1,835.21	
Gas, Oil & Grease	2,215.00	
Small Tools & Misc. Supplies	950.00	
Overhead Expense	241.36	
Bond	306.55	
Home Office - 1% of Gross Revenue	306.55	
		16,124.67

Total $27,855.47

Leonard & Slate, Sub-contractors

Remarks:

This sub-contract consisted of the grading of 3.38 miles of highway roadbed and the construction of 8.17 miles of pit run gravel topping. The contract was bid on January 21st, 1941; work on the sub-contract was started on January 25th, 1941 and completed on April 20th, 1942.

For the excavation the contractor used four RD-8 tractors, three 13 cu. yd. scrapers, a dozer, a ripper and a #12 motor patrol grader. Very little shooting was necessary, and considerable material was moved without ripping. Topping was handled with a 1¼ cu. yd. shovel and hired trucks, and good progress was made.

The work was handled in a very efficient manner throughout and this, plus the fact that the contractor had very little move-in cost, resulted in very low costs. Profits were not large, being only 6.7% but were good considering that the contractor was on the job less than three months.

E. H. Clymer
Cost Analyst

By . . C. E. Paulsen

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SEP 8 1942
FOR FILING

1-1122

September 2, 1942

United States Fidelity & Guaranty Co.
Raymond C. Weiss
Bedell Building
Portland, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to R. C. Dail & Warren Brothers, Inc., on contract No. 2414, covering work on the Flagstaff Hill-Ruckles Creek Section of the Baker-Homestead Highway, in Baker County.

This payment, in the amount of $15,767.55, will be made on or after September 12, 1942. The retained percentage is $2,243.48.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Kindly acknowledge receipt of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

RS

NOTED
D. G. DeSart

Form E-1—8M—8-41

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

No. 37

For Week Ending August 15, 1942

Section Flagstaff Hill - Buckles Creek

Kind of work Grading, surfacing and oiling

Highway Baker Homestead

Section prefix 1-1122

Contractor R. O. Dail and Warren

Contract number 2414

Date of contract Jan. 21, 1941

Date of completion Aug. 31, 1941

Date work started Jan. 25, 1941

Estimated date of completion 19

Amount of contract $ 66,747

Per cent of time elapsed 100+ %

Estimated cost of completed project, exclusive of engineering $66,747

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date, $ 48,00.00, %

Date project was completed August 11, 1942

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The contractor completed work on this project on the eleventh of August, Tuesday of this week and moved the rest of his equipment off the job on the same date.

RECEIVED AUG 1[illegible] 1942

NOTED

Signed

Address LaGrande Oregon

NOTED

E. M. [illegible]

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%;

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

STATE PRINTING DEPT.

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JUN 30 1942
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1-1122

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Baker, Ore.
June 26,1942

Subject: Work resumed

To: Mr. R.H.Baldock, Chief Engr.
State Highway Department,
Salem, Ore.

Dear Sir:

Work was resumed this date on the Flagstaff Hill - Ruckles Creek section of the Baker # Homestead Highway, Contract No. 2414.

Very truly yours,

Dean Swift

Dean Swift, Res. Engr.

cc Mr. H.G.Smith
Mr. Paul Van Scoy

NOTED
State Highway Engineer

RECEIVED
JUN 29 1942
[illegible] COMMISSION

1-1122

RECEIVED
1942

UNITED STATES FIDELITY AND GUARANTY COMPANY
PORTLAND OFFICE
1112 BEDELL BUILDING, PORTLAND, OREGON
TELEPHONE: ATWATER 8511

MORRISON K. SPROTT
Manager

JOSEPH A. BOYCE
Superintendent of Claims

RECEIVED
FEB 21 1942
FOR FILING

February 14, 1942

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

We have two bonds outstanding for R. O. Dail and Warren Bros., Inc., one for grading, surfacing and oiling the Baker-Homestead Highway - Flagstaff hill-Ruckles Creek Section in the amount of $66,747.00, and the other the North Powder-Davis Ranch Section of North Powder Road, Union County, Oregon, in the amount of $18,304.00. 2414 2401

Both of these contracts have been outstanding for quite some time with the result that we are desirous of obtaining late status reports. We are enclosing forms for that purpose and would appreciate it very much if you would kindly complete them and return them to this office.

Yours very truly,

Supt. of Surety

AS
Encls.

[illegible]

RECEIVED
JAN 6 1942
FOR FILING

1-1122

January 5, 1942

United States Fidelity & Guaranty Co.
1112 Bedell Building
Portland, Oregon

Attention: Raymond C. Weiss, Supt. of Surety

Gentlemen:

In accordance with your letter of January 3, we advise that contract No. 2414 with R. O. Dail & Warren Brothers, Inc., is 87 per cent complete as of December 10, 1941. There has been paid to date $52,950.46 and the retained percentage is $5,006.03, making the total amount earned on the job $57,956.49. It is estimated that work will be complete on this project in the latter part of June, 1942.

Contract No. 2401 with R. O. Dail & Warren Brothers, Inc., is 26 per cent complete as of December 10, 1941. There has been paid to date $4,284.00 and the retained percentage is $476, making a total earned to December 10 of $4,760.00. This work also will probably be complete next June or July.

Very truly yours,

DD:AM

Secretary

NOTED
D. DeSart

UNITED STATES FIDELITY AND GUARANTY COMPANY
PORTLAND OFFICE
1112 BEDELL BUILDING, PORTLAND, OREGON
TELEPHONE: ATWATER 8511

MORRISON K. SPROTT
Manager

JOSEPH A. BOYCE
Superintendent of Claims

January 3, 1942

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have two bonds outstanding for R. O. Dail and Warren Bros., Inc., one for grading, surfacing and oiling the Baker-Homestead Highway - Flagstaff Hill-Ruckles Creek Section in the amount of $66,747.00, and the other the North Powder-Davis Ranch Section of North Powder Road, Union County, Oregon, in the amount of $18,304.00.

Both of these contracts have been outstanding for quite some time with the result that we are desirous of obtaining late status reports. We would, therefore, appreciate it very much if you would kindly let us know just what portion of each contract has been completed. In other words, we would like to know to what extent these contracts have progressed, the amount paid to the firm on each contract, and further just what the retained percentage amounts to on each job at the present time. We enclose a self addressed envelope for your convenience in replying and want to take this opportunity to thank you for your kindness.

Yours very truly,

Supt. of Surety

RCW:AS
Encl.

FORM E-20 REVISED 2SM 1-41

RECEIVED
APR 29 1941
FOR FILING

1-1122

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
March 10, 1941

Subject: Flagstaff Hill-Ruckles Creek

NOTED
State Highway Engineer

To:

Mr. H. G. Smith
Construction Engineer
State Highway Commission
Salem, Oregon

Dear Sir:

In order to acquire a gravel pit to be used on the Flagstaff Hill-Ruckles Creek Section, it was necessary to buy a 600 acre tract which was purchased for some $0.75 per acre. After acquiring the tract, we did some extensive prospecting by use of a bulldozer and we encountered a much better deposit of gravel than we had thought possible. This material is larger than the originally designated material, has no plasticity index and is not streaked with inferior materials. It is my belief that this material would make an adequate foundation without a topping of keyed material, although it should have a course of crushed rock, probably one inch thick.

As you know, our present contracts do not provide for the oiling of 3.38 miles between Flagstaff Hill and Keating Road Junction. If we were to use the newly opened deposit of gravel for the entire base with a crushed rock smoothing course and type 0-9 oil as planned for the balance of the section, the total cost would not exceed $12,000. To offset this, there will be a saving, in the two contracts now under way, of some $6,000. It would therefore be possible to surface and oil the entire section with an additional appropriation of $6,000.

There was a very material underrun in the contract amounts for both jobs as compared to the sums allocated. Under these conditions, can authority be obtained to include the surfacing and oiling of the 3.38 miles in the existing contract between Flagstaff Hill and Ruckles Creek?

If this were done, it would necessarily need the written approval of the contractor and, while I have not taken this matter up with him, we believe it would be satisfactory.

Very truly yours

W. C. WILLIAMS
Division Engineer

WCW:MA
cc

FORM E-30 REVISED 25M 1-41

27 3/24

R

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 19th, 1941

1-1122

this was approved by the commission at the meeting in [illegible] March 28, 41 ARS

Subject: Baker-Homestead Hwy. Contracts

To:
Mr. R. H. Baldock
Chief Engineer
Office

Cross Referenced To
1-1120

Dear Sir:

Last fall a contract was awarded for grading and a bridge on the Keating Road-Ruckles Creek Section of the Baker-Homestead Highway, a distance of 4.79 miles. This spring a contract was let under the name of the Flagstaff Hill-Ruckles Creek Section for the oiling of the Keating Road-Ruckles Creek Section, together with an additional 3.38 miles of grading and topping.

It did not appear at the time of the recent contract that funds were anywhere near available for surfacing and oiling the additional 3.38 miles, but the topping pit which we have now opened up has proven so much better than anticipated that the entire surfacing could be completed and oiled for an additional $14,997.30.

It is now evident that there will be the following savings on the two contracts:

Contract 2414 - Flagstaff Hill-Ruckles Creek	$4,782.38
Contract 2358 - Keating Road-Ruckles Creek	3,560.22
	8342.6

This leaves a new allocation of $6,634.70 to complete the section.

We seldom increase a contract in this manner, but it is entirely within the limits of the job and is only ten percent of the cost of the job, so there is no reason why it cannot be done, and I know it would make a much better impression in Baker County to have the entire 8.2 miles completed and opened at one time instead of only a fraction thereof.

agenda

REFERRED TO
By Chief Engineer

R

I am attaching a copy of Mr. Williams' analysis of the funds required.

Very truly yours,

H. G. Smith
Construction Engineer

HGS:AR
Enc.

La Grande, Oregon
March 14, 1941

Baker County
Baker-Homestead Highway
Flagstaff Hill-Ruckles Creek Section
3.38 Miles Surfacing and Oiling
Station 299+85 - 478+30

ESTIMATE OF COST By W. C. WILLIAMS, Division Engineer

Item	Quantities	Unit Price	Amount
Additional Gravel Topping	7,000 cu.yd.	$ .20	$ 1,400.00
Hauling Gravel Topping	17,000 mi.yd.	.10	1,700.00
Sprinkling	200 M.Gal.	1.50	300.00
Preparation of Base	3.38 Mi.	90.00	304.20
Crushed Rock Surfacing	3,000 tons	*1.10	3,300.00
Crushed Rock in Binder Course	530 tons	*1.80	954.00
Mineral Aggregate in Place	1,600 tons	*1.80	2,880.00
RC-4 in Binder Course	62 tons	23.30	1,444.60
151-200 Penetration Asphalt	75 tons	23.50	1,762.50
RC-4 Asphalt or Emulsion in Seal	40 tons	23.30	932.00
Total additional cost			$14,977.30

* 0.10 added to contract prices by reason of increased haul

Offsetting Savings:
Contract No. 2414 (Grading Completed)

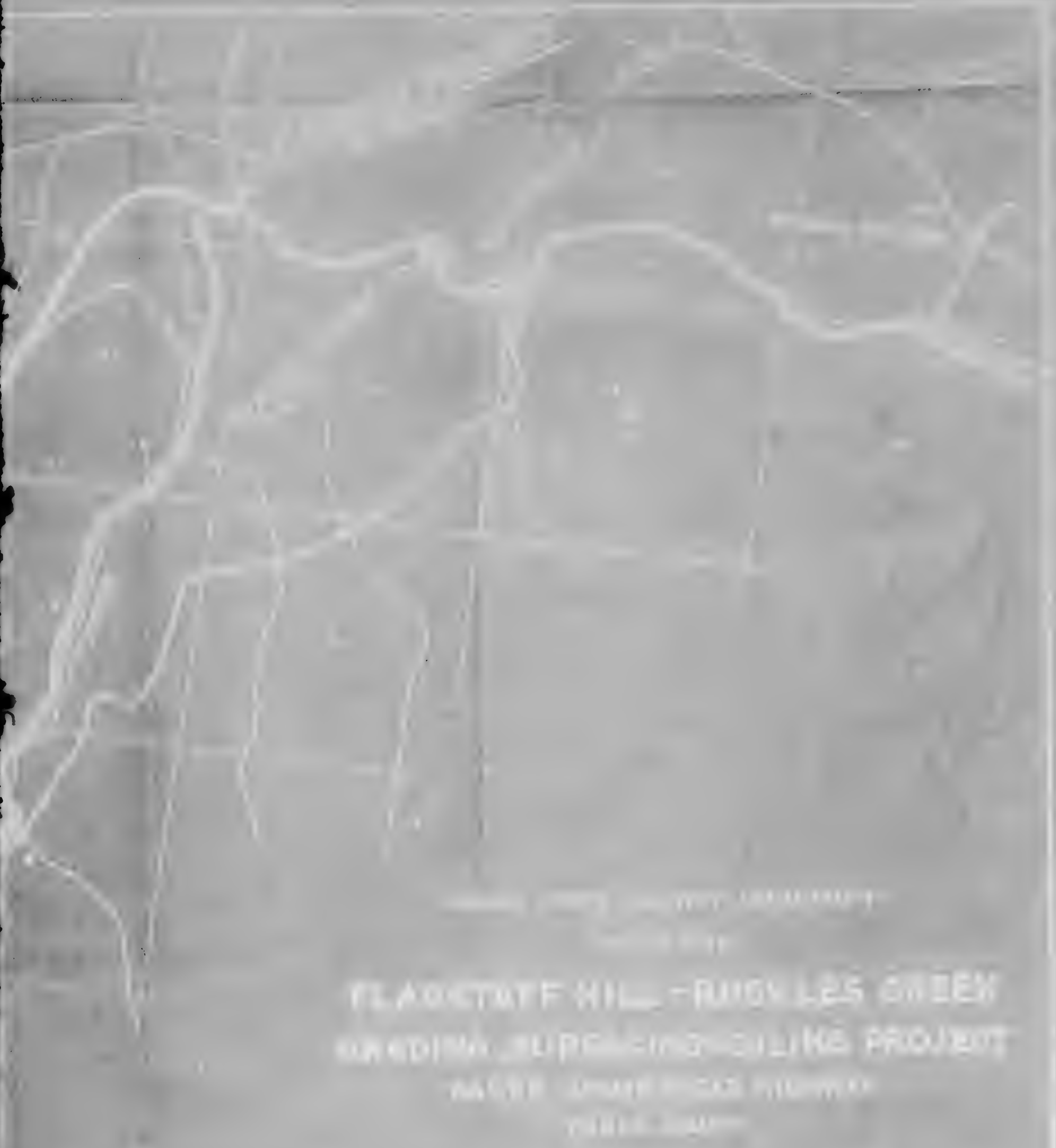
Item	Quantities	Unit Price	Amount
General Excavation, Unclassified	7,500 cu.yd.	$ 1.35	$ 1,012.50
Overhaul	10,000 sta.yd.	.01	100.00
Truck Haul	2,000 mi.yd.	.10	200.00
Hauling Gravel Topping	8,000 yd.mi.	.10	800.00
Contingencies (not needed)			2,669.88
Total Savings			$ 4,782.38

Increase Contract No. 2414	$10,194.92
**Underrun Contract No. 2358	3,560.22
Total additional authorization required	$6,634.70

** Keating Road-Ruckles Creek Section (Grading Completed)

SITE

FLAGSTAFF HILL – RUCKL
GRADING, SURFACING & OILIN
BAKER - HOMESTEAD HIGH
BAKER COUNTY


FLAGSTAFF HILL – RUGGLES CREEK
GRADING, SURFACING & OILING PROJECT

RECEIVED
FEB 13 1941

1-1122

February 12, 1941

R. O. Dail & Warren Bros., Inc.
8919 S. E. Foster Road
Portland, Oregon

Gentlemen:

We are sending you today by express a fully executed copy of contract No. 2414 which was awarded to you on January 21, 1941, by the State Highway Commission, covering the Flagstaff Hill-Ruckles Creek Section of the Baker-Homestead Highway, in Baker County. This copy is for your records and files.

We are also sending an executed copy to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

RS

RECEIVED
FEB 13 1941
FOR [illegible]

1-1122

February 12, 1941

U. S. Fidelity & Guaranty Co.
Raymond C. Weiss
Bedell Building
Portland, Oregon

Gentlemen:

We are sending you today by express a fully executed copy of contract No. 2414 which was awarded to E. C. Dail & Warren Bros., Inc., by the State Highway Commission on the Flagstaff Hill-Ruckles Creek Section of the Baker-Homestead Highway in Baker County.

Inasmuch as you are surety for the contractor on this job we are sending you this copy of the contract for your records and files.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

RS

Secretary

RECEIVED
FEB 4 1941
FC...

1-1122

Union Oil Company of California

February 3, 1941

Union Oil Company of California
509 Chronicle Building
926 West Sprague Avenue
Spokane, Washington

Attention: T. J. Fahey

Gentlemen:

In response to your inquiries of January 31st, this will advise you that Contract No. 2414 with R. O. Dale and Warren Brothers Incorporated for grading and surfacing the Flagstaff Hill Ruckels Creek Section of the Baker Homestead Highway is in the amount of $66,747.10. A one hundred percent performance bond was furnished by the United States Fidelity and Guaranty Company through its local agent, Raymond C. Weiss, Bedell Building, Portland, Oregon.

Contract No. 2401 with R. O. Dale and Warren Brothers Incorporated for surfacing and oiling the North Powder Davis Ranch Section of the North Powder River County Road, was in the amount of $18,904.80. Performance bond was furnished by the United States Fidelity and Guaranty Company through its agent Raymond C. Weiss, Bedell Building, Portland, Oregon.

Yours very truly,

STATE HIGHWAY COMMISSION

By

DGD:OA Secretary

RECEIVED
FEB 3 - 1941
OREGON
STATE HIGHWAY COMMISSION

Union Oil Company of California
CHRONICLE BUILDING
SPOKANE, WASHINGTON

January 31, 1941

Oregon State Highway Commission
Salem
Oregon

Gentlemen:

It is our understanding that R. O. Dale and Warren Brothers were the successful bidders on State of Oregon Job. No. 2414.

As we anticiapte supplying petroleum products on this operation, we are interested in having a complete description of the contract, the job number, the amount involved, the name and address of the bonding company, and its agent and his address.

Will you please furnish us with this information? Here is a business reply envelope for your convenience.

Thank you.

Yours very truly,

UNION OIL COMPANY OF CALIFORNIA

T. J. FAHAY
District Credit Supervisor

By N. E. Morris

LRH:JB

Encl.

FORM [illegible]

RECEIVED
JAN 27 1941
FOR FILING

1-1122

January 24, 1941

R. O. Dail & Warren Bros., Inc.
8919 S. E. Foster
Portland, Oregon

Gentlemen:

We are sending you today by express four copies of contract No. 2414 which was awarded to you by the State Highway Commission on January 21, 1941, covering grading, surfacing and oiling work on the Flagstaff Hill-Ruckles Creek Section of the Baker-Homestead Highway, in Baker County.

Kindly execute all four copies of this contract as to agreement and bond and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 6, page 15, of the printed General Provisions, relating to the Workmen's Compensation Act. You are expected to accept the terms of this act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the paragraph on the same page, relating to payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

RS

NOTED
D. G. DeSart

RECEIVED
JAN 24 1941
FOR FILING

1-1122

January 22, 1941

R. O. Dail & Warren Bros., Inc.
8919 S. E. Foster
Portland, Oregon

Gentlemen:

The State Highway Commission on January 21, 1941, awarded you the contract for the 3.38 miles grading, 8.17 miles topping, and 4.79 miles surfacing and oiling on the Flagstaff Hill-Buckles Creek Section of the Baker-Homestead Highway, in Baker County. This award was based on your low bid of $66,747.10 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

AM
cc. S. H. Probert
C. S. Paxson

CWTRAQ# 2415

SN-FA 27-4 Scappoose-St. Helens Sec.
Columbia River Hwy. 1941

#2415

RECEIVED
MAR 23 1945
FOR FILING

27-4

March 21, 1945

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

In accord with the request contained in your letter of March 15, 1945, we are enclosing herewith four copies of excerpts from the minutes of the meeting of the State Highway Commission on August 14, 1942, covering extension of time for work under Contract No. 2415, Project No. SN-FAP 27 (4).

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.

Dictated by J. W. Nash/ER

RECEIVED
MAR 25
FOR FILING

27-4

March 25, 1943

Continental Casualty Company
C. A. Tomassene, Agent
Wilcox Building
Portland, Oregon

Gentlemen:

Attached hereto is a copy of a claim, in the amount of $574.56, which has been filed in the office of the Secretary of State by the State Industrial Accident Commission against the bond taken from R. G. Barnes in connection with state highway contract No. 2415, Scappoose-St. Helens Section of the Columbia River Highway, in Columbia County.

Also attached is a certified statement received from the State Industrial Accident Commission regarding this claim.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

AM

cc - R. G. Barnes
P. O. Box 452
Astoria, Oregon

NOTED
A. L. MONSON

March 25, 1943

Hon. Robert E. Farrell, Jr.
Secretary of State
CAPITOL

Dear Sir:

This is to acknowledge receipt of your letter of March 24, 1943, with copies inclosed of a claim which has been filed in your office by the State Industrial Accident Commission against R. G. Barnes in connection with state highway contract No. 2415.

In accordance with our usual practice, we are today notifying the bonding company and the contractor that the claim has been filed.

Very truly yours,

AN

Secretary

March 25, 1943

State Industrial Accident Commission
BUILDING

Attention: L. R. White, Asst. Commissioner

Gentlemen:

This is to acknowledge receipt of your letter of March 22, 1943, with certified statements inclosed of your account against R. G. Barnes in connection with state highway contract No. 2415.

We are today notifying the bonding company and the contractor that the claim has been filed, and are forwarding a copy of your statement to the surety on the bond.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

AM

RECEIVED

ROBERT S. FARRELL JR.
SECRETARY OF STATE
SALEM, OREGON

March 24 1943

Oregon State Highway Commission
Salem, Oregon

Gentlemen: Attention Mr. R. B. Glaisyer

There are enclosed for your information and files, three copies of a notice of claim by State Industrial Accident Commission for $574.56 against the bond taken from R.G. Barnes, principal, and Continental Casualty Co., surety, for work on the Scappoose-St. Helens Section of the Columbia River Highway, contract No. 2415, which was received and filed today.

Please acknowledge receipt of the copies.

Very truly yours,

Robt S Farrell Jr

Secretary of State

F:FO
encs. 3

RECEIVED
MAR 25 1943
OREGON
STATE HIGHWAY COMMISSION

STATE INDUSTRIAL ACCIDENT COMMISSION

SALEM, OREGON

March 22, 1943

In reply refer to
L. R. White

To - STATE OF OREGON

Robert S. Farrell
Secretary of State

Notice is hereby given that the undersigned, State Industrial Accident Commission, has a claim for contributions due the State Industrial Accident Fund in the sum of $574.56 against the bond of which R. G. Barnes is principal and the Continental Casualty Company is surety, in connection with State Highway contract #2415 for the remodeling and widening of existing bridges over McNulty Creek, North Fork Scappoose Creek and South Fork Scappoose Creek, also known as Federal Aid project #SN-FAP 27 (4) Scappoose-St. Helens Section of the Columbia River Highway.

STATE INDUSTRIAL ACCIDENT COMMISSION.

BY L. R. WHITE
L. R. White, Asst. Commissioner.

Endorsed: File No. 3082
Filed March 24, 1943
EARL SNELL, Secretary of State

STATE INDUSTRIAL ACCIDENT COMMISSION
WORKMEN'S COMPENSATION LAW
SALEM, OREGON

C. M. RYNERSON, CHAIRMAN
T. MORRIS DUNNE
L. O. ARENS
COMMISSIONERS

ADDRESS ALL COMMUNICATIONS TO THE COMMISSION AND
IN REPLY REFER TO
L. R. White:103897

March 22, 1943

State Highway Commission,
State Office Building,
Salem, Oregon.

Attention: H. B. Glaisyer, Sec'y.

Gentlemen:

Re: R. G. Barnes, Anderson, California.
Formerly Astoria, Oregon.

We have checked the payrolls of the above employer in connection with State Highway contract #2415, and find that there is a balance due this Commission of $574.56.

We are, therefore, enclosing a certified statement in duplicate of his indebtedness. The duplicate statement, we understand, you will wish to file with the Continental Casualty Company, surety on the bond furnished by Mr. Barnes. We are enclosing a copy of our notice to the Secretary of State in accordance with section 98-101 O.C.L.A., and we are also notifying the surety of our claim.

Very truly yours,

STATE INDUSTRIAL ACCIDENT COMMISSION.

L R White

L. R. White,
Asst. Commissioner.

LRW:HS
Encs.

RECEIVED
MAR 24 1943
OREGON
STATE HIGHWAY COMMISSION

STATE INDUSTRIAL ACCIDENT COMMISSION
SALEM, OREGON

FORM 80 10M 6-42

COPY

March 22, 1943

L. R. White

Hon. Robert S. Farrell,
Secretary of State,
Salem, Oregon.

Dear Sir: Re: 103897 - R. G. Barnes.

We are enclosing notice of claim against the above captioned employer as principal and the Continental Casualty Company as surety on the bond given in connection with State Highway contract #2415.

The enclosed notice is forwarded to your office pursuant to the provisions of section 98-101 O.C.L.A. We would appreciate your acknowledgment of this claim.

Very truly yours,

STATE INDUSTRIAL ACCIDENT COMMISSION.

L. R. White,
Asst. Commissioner.

LRW:HS
Enc.

STATE INDUSTRIAL ACCIDENT COMMISSION
LEGAL DEPARTMENT

COPY

DEMAND STATEMENT

Name R.G. Barnes Firm No. 103897

Address Anderson, California

Audits Covering Period as Shown Below	Employer	Workman	Interest	Penalty	Total
Dr. Bal. Fwd. 2-17-41					
From 2-17-41 to 6-30-41	311 66	5 98	7 43		325 07
From 7-1-41 to 6-30-42	981 44	10 82	59 56		1051 82
From 7-1-42 to 7-13-42	1 01	03	34 30		35 34
From to					
From to					
Total Debits	1294 11	16 83	101 29		1412 23
Cr. Bal. Fwd.					
Payments to	809 66	11 11	16 90		837 67
Total Credits					
dr. Balance to 7-13-42	484 45	5 72	84 39		574 56

Remarks:

NOTE: Interest has been included in this statement as provided by Section 49-1830, Oregon Code 1930,
to 3-19, 1943, and an additional interest charge of one per cent on $ 490.17
will accrue on the first day of each month following until paid

Account W.M.P. Date Mar. 19-43

No. 94—2M—12-39 STATE PRINTING DEPT.

Highway Job #2415 Only

and affixed the seal of said Commission this 22nd day of March,

1943.

CERTIFICATE

STATE OF OREGON)
) ss.
County of Marion)

I, L. R. White, Assistant Commissioner of the State Industrial Accident Commission of Oregon, do hereby certify that the attached statement amounting to Five Hundred Seventy-Four Dollars and Fifty-Six Cents, ($574.56), is the true amount of contributions now due the State Industrial Accident Commission on the payrolls of R. G. Barnes, an individual employer, in connection with the performance of State Highway contract #2415 for the remodeling and widening of existing bridges over McNulty Creek, North Fork Scappoose Creek and South Fork Scappoose Creek, also known as Federal Aid Project #SN-FAP 27(4) Scappoose-St. Helens Section of the Columbia River Highway.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Commission this 22nd day of March, 1943.

L R White
L. R. White, Assistant Commissioner,
State Industrial Accident Commission
of Oregon.

RECEIVED
SEP 24 1942
FOR FILING

27-4

September 23, 1942

Mr. R. G. Barnes
Box 156
Anderson, California

Dear Sir:

The State Highway Commission at its meeting on August 14, 1942, granted your request for an extension of time from August 31, 1941, to July 13, 1942, in connection with contract No. 2415 for the construction of bridges on the Scappoose-St. Helens Section of the Columbia River Highway, in Columbia County, subject to the condition that you be charged with the excess engineering charges incurred between October 29 and December 23, 1941, and between May 5 and July 13, 1942.

Very truly yours,

Secretary

HBG:hsw
cc: Mr. F. T. Young

RECEIVED
SEP 1[illegible]
FOR FILING

27-4

September 17, 1942

Mr. E. L. McDougal
1401-1437 American Bank Bldg.
Portland, Oregon

Dear Sir:

This will acknowledge receipt of a copy of your letter of September 15, addressed to the Secretary of State, advising of the claim of Poole & McGonigle, in the amount of $127.50, against R. O. Barnes and his surety, Continental Casualty Company, for materials furnished in connection with contract No. 2415, for remodeling and widening bridges on the Scappoose-St. Helens Section of the Columbia River Highway, in Columbia County.

In accordance with our usual practice, we are today notifying the contractor and his surety of this claim.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

RB

NOTED
A. L. MONSON

September 17, 1942

Continental Casualty Company
C. A. Tomassens
Wilcox Building
Portland, Oregon

Gentlemen:

Attached hereto is a copy of a claim in the amount of $127.50, which has been filed in the office of the Secretary of State by the firm of Poole and McGonigle against the bond taken from R. G. Barnes, in connection with state highway contract No. 2415, for remodeling and widening bridges on the Scappoose-St. Helens Section of the Columbia River Highway, in Columbia County.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

[illegible]

cc - R. G. Barnes
P. O. Box 452
Astoria, Oregon

September 17, 1942

Hon. Earl Snell
Secretary of State
Salem, Oregon

Dear Sir:

This acknowledges receipt of your letter of September 16, enclosing copies of a claim in the amount of $127.50, which has been filed in your office by Poole & McGonigle, against the bond taken from R. G. Barnes in connection with state highway contract No. 2415, for remodeling and widening bridges on the Scappoose- St. Helens Section of the Columbia River Highway, in Columbia County.

In accordance with our usual practice, we are today notifying the bonding company and the contractor that this claim has been filed.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

RS

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

September 16, 1942

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

Enclosed are three copies of a notice of claim by Poole and McGonigle for material furnished in the sum of $127.50 against the bond taken from R. G. Barnes as principal and Continental Casualty Company, surety for work on highway contract No. 2415.

Kindly acknowledge receipt of the copies to complete our files.

Very truly yours,

Earl Snell

S:FL

Secretary of State

Enc.

REFERRED TO
Miss Mauser
BY SECRETARY

prepare usual letters
&
note on card

LAW OFFICES OF
E. L. McDOUGAL
1401-1437 AMERICAN BANK BUILDING
PORTLAND, OREGON

E. L. McDOUGAL
RANDALL S. JONES
H. LAWRENCE LISTER
W. A. PALMER
F. C. McDOUGAL

September 15, 1942

REFERRED TO Miss [illegible]
BY SECRETARY
note on card
prepare usual letters
HSE

Secretary of State
State of Oregon
Salem, Oregon

Dear Sir:

Re: R. G. Barnes, Contractor
Contract No. 2415
Scappoose-St. Helens Sec. of
Columbia River Highway

Enclosed herewith please find a Notice of Claim in the amount of $127.50, covering a balance due my client, Poole & McGonigle, for materials furnished a contractor, R. G. Barnes. This contractor had the contract for the remodeling and widening of bridges on the Scappoose-St. Helens Section of the Columbia River Highway, the same being contract No. 2415.

Will you please be good enough to file this Notice and protect us on the balance of funds which are owing to this contractor from the State Highway Commission. My client's claim is in the amount of $127.50. Thanking you, I am

Yours very truly,

E L McDougal

E. L. MC DOUGAL

3:K
Encl.

cc-- State Highway Commission
Salem, Oregon

COPY

TO: THE SECRETARY OF STATE
OF THE STATE OF OREGON, and

STATE HIGHWAY COMMISSION
STATE OF OREGON

NOTICE IS HEREBY GIVEN that the undersigned, POOLE & McGONIGLE, a partnership, has a claim for material furnished, in the way of straight bars, reinforcing bars and miscellaneous items, etc., which claim represents a balance due of ONE HUNDRED TWENTY-SEVEN AND 50/100 DOLLARS ($127.50) against the bond taken from R. G. Barnes, contractor, as principal, and the CONTINENTAL CASUALTY COMPANY, as surety, upon such bond, for the reason and because of and in connection with that certain contract and agreement between the Oregon State Highway Commission of the State of Oregon and R. G. Barnes, contractor, known as Contract No. 2415, for the remodeling and widening of bridges on the Scappoose-St. Helens Section of the Columbia River Highway, which contract was completed on July 13th, 1942, and accepted by the State Highway Commission on August 14th, 1942.

DATED at Portland, Oregon, on this 15th day of August, 1942.

POOLE & McGONIGLE, a co-partnership

By Charles McGonigle

RECEIVED
SEP 10
FOR FILING

27-4

September 8, 1942

Poole & McGonigle
6330 N. E. Halsey Street
Portland, Oregon

Attention: T. H. Sheppeard

Gentlemen:

In reply to your letter of September 4, 1942, we advise that the most recent address we have for Mr. R. G. Barnes is Box 156, Anderson, California.

The contract to which you refer, No. 2415 for remodeling and widening bridges on the Scappoose-St. Helens Section of the Columbia River Highway, was completed on July 13, 1942, and was accepted by the State Highway Commission on August 14, 1942. Final payment has not as yet been made to Mr. Barnes although the final voucher has been made up and is now out for signature.

Very truly yours,

AM

Secretary

POOLE & McGONIGLE

STRUCTURAL AND REINFORCING STEEL
BOAT SPIKES, BOLTS AND RIVETS, ETC.
OFFICE AND WORKS

TELEPHONE
LANCASTER 4107

6330 N. E. HALSEY STREET
PORTLAND, OREGON

Sept. 4, 1942

ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS, AND OTHER CAUSES BEYOND OUR CONTROL. PRICES SUBJECT TO CHANGE WITHOUT NOTICE. ALSO SUBJECT TO THE APPROVAL OF OUR TREASURER AS TO CREDIT.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:-

Will you kindly give us the mailing address of Mr R. G. Barnes, Contractor? Our books show a balance of money due us for reinforcing bars used in the bridge widening project south of Scappoose which was under contract to Mr Barnes.

Has this job been completed, accepted, and has final payment been made to contractor?

Yours very truly,

POOLE & McGONIGLE,

By. T H Heppeard

TH/G

RECEIVED
- 8 1942
STATE [illegible] SSION

RECEIVED
AUG 18 1942
FOR FILING

27-4

August 17, 1942

Continental Casualty Company
C. A. Tomassens
Wilcox Building
Portland, Oregon

Gentlemen:

You are hereby notified that state highway contract No. 2415, for work on the Scappoose-St. Helens Section of the Columbia River Highway, in Columbia County, has been completed by the contractor R. O. Barnes, and that final settlement will be made on or after August 27, 1942.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is served upon you since you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractor in connection with this contract will be $26,991.88, including final payment, and that no force account work was performed therein. This contract was completed on July 13, 1942, and accepted by the Commission on August 14, 1942.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

RS

NOTED
D. G. DeSart

RECEIVED
JUN 19 1942
FOR FILING

27-4

June 18, 1942

Pacific Portland Cement Company
Lumbermens Building
Portland, Oregon

Gentlemen:

We have your letter of June 17 requesting date of final payment on R. G. Barnes contract No. 2415, for remodeling and widening bridges on the Scappoose-St. Helens Section of the Columbia River Highway, in Columbia County.

Final payment has not been made on this contract. In fact work on the contract is not yet completed as the weather has been unfavorable for performing the painting operations.

For your use in case you wish to file your claim against the bond on this contract we advise that this bond was furnished by the Continental Casualty Company, through their resident agent, C. A. Tomassene, Wilcox Building, Portland.

Very truly yours,

Secretary

DGD:RS

NOTED
D. G. DeSart

CABLE ADDRESS "GOLDEN"
WESTERN UNION CODE

PACIFIC
PORTLAND CEMENT COMPANY
MANUFACTURERS OF
GOLDEN GATE AND OLD MISSION BRANDS
PORTLAND AND PLASTIC WATERPROOF PORTLAND CEMENT
Empire-Standard-Reno Hardwall Plaster and Gypsum Products

TRADE-MARKS

MAIN OFFICE, SAN FRANCISCO, CALIFORNIA
603 LUMBERMENS BUILDING
PORTLAND, OREGON

June 17, 1942.

Oregon State Highway Commission,
Salem,
Oregon.

Gentlemen:

We supplied Mr. R. G. Barnes with his cement requirements for use on Oregon State Highway Commission contract #2415, and we would be pleased to have you advise us if final payment has been made on this project, and if payment has been made date of payment.

Thanking you for this information, we are,

Yours very truly,

Pacific Portland Cement Company

PB.

By. P A Breen

Depart prepare reply

RECEIVED
JUN 18 1942
OREGON
STATE HIGHWAY COMMISSION

Coast Wide Service — San Francisco — Los Angeles — Portland — San Diego — Seattle

RECEIVED
FEB 4 1942
FOR FILING

2-7-4

February 2, 1942

Continental Casualty Company
C. A. Tomassens, Agent
Wilcox Building
Portland, Oregon

Gentlemen:

You are advised that this department has received a letter from Swep Morton, Jr., in which he states that his claim, in the amount of $346.40 for rental of equipment, against R. G. Barnes, in connection with state highway contract No. 2415, has been paid in full.

This information is given you inasmuch as you appear surety on the bond furnished by Mr. Barnes in connection with this contract.

Very truly yours,

DD:AM

Secretary

cc - R. G. Barnes
P.O.Box 452
Astoria, Oregon

NOTED
D. . DeSart

EXCAVATING

SWEP MORTON, JR.

DRILLING - BLASTING - HARD ROCK CONSTRUCTION

ST. HELENS :: OREGON

331-W

Jan. 24, 1942

RECEIVED
JAN 27 1942
LEGAL DEPT.

J. M. Devers, Chief Counsel
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

F. G. Barnes has given me a check, payment in full, for my account against him. Thanks for your help on this matter

Yours Very truly

Swep Morton Jr.

Swep Morton Jr.
355 So. 2nd St.
St. Helens, Ore.

REFERRED
TO DeSart-
FOR Note payment of Claims
J. M. DEVERS

J. M. Devers
J. M. DEVERS

JMD:PW
Enc.

REFERRED TO
Desart
BY SECRETARY

Note on card
advise surety & contractor
if Barnes has not done so.
AHS

FORM E-129 20M 10-41

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN
PORTLAND
HURON W. CLOUGH, MEMBER
CANYONVILLE
HERMAN OLIVER, MEMBER
JOHN DAY

OREGON
STATE HIGHWAY COMMISSION

R. H. BALDOCK, CHIEF ENGINEER
C. B. McCULLOUGH, ASS'T CHIEF ENGINEER
J. M. DEVERS, CHIEF COUNSEL
H. B. GLAISYER, SECRETARY

SALEM

January 17, 1942

IN REPLY PLEASE
REFER TO FILE NO.

2415

Mr. H. B. Glaisyer,

Office.

Dear Sir:

Attached is a claim filed by Swep Morton, Jr., of St. Helens against our contractor Mr. Barnes.

Will you please have this claim in mind when final settlement is being made with the contractor?

Yours very truly,

J M Devers
J. M. DEVERS

JMD:PW
Enc.

REFERRED TO
Desary
BY SECRETARY

Note on card
advise surety + contractor
if claimant has not done so.
[illegible]

SWEP MORTON, JR.
DRILLING - BLASTING - HARD ROCK CONSTRUCTION
ST. HELENS :: OREGON
EXCAVATING
231-W

Jan. [illegible], 1[illegible]

J. M. Devers, Chief Counsel
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Devers:

Thank you for your reply in regard to my account against R. G. Barnes. Enclosed is a copy of my claim against Mr. Barnes, as you requested. I have also sent copies to Earl Snell and to the Continental Casualty Co. Thanks again.

Very truly yours

Swep Morton Jr.

Swep Morton Jr.
[illegible] So. 2nd St.
St. Helens, Ore.

---

section of the Columbia River Highway.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

DD/mm

cc - R. G. Barnes
P. O. Box 452
Astoria, Oregon

NOTED
D. DeSart

RECEIVED
FEB 2 1942
FOR FILING

27-4

January 31, 1942

Continental Casualty Company
C. A. Tomassene
Wilcox Building
Portland, Oregon

Gentlemen:

We have been advised by Swep Morton, Jr., that he has received payment in full on his claim, in the amount of $346.40, against the bond furnished on contract No. 2415 with R. G. Barnes for remodeling and widening bridges on the Scappoose-St. Helens Section of the Columbia River Highway.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

DD/mm

cc - R. G. Barnes
P. O. Box 452
Astoria, Oregon

NOTED
D. DeSart

RECEIVED
JAN 17 [illegible]2
FOR FILING

FORM E-120X 1M 6-41

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN
PORTLAND
HURON W. CLOUGH, MEMBER
CANYONVILLE
HERMAN OLIVER, MEMBER
JOHN DAY

OREGON
STATE HIGHWAY COMMISSION

R. H. BALDOCK, CHIEF ENGINEER
C. B. McCULLOUGH, ASS'T CHIEF ENGINEER
J. M. DEVERS, CHIEF COUNSEL
H. B. GLAISYER, SECRETARY

SALEM

R

27-4

#2415

January 14, 1942

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. G. Barnes,
Box 452,
Astoria, Oregon.

2415

Dear Sir:

Notice has been brought to the attention of the Highway Commission that Swep Morton, Jr. of St. Helens has a claim against you in the sum of $340, which claim was incurred in connection with your contract with the State Highway Commission for work near St. Helens.

I am not attempting to pass on the merits of the claim but merely call it to your attention so that you may give it such attention as it merits.

Yours very truly,

J. M. DEVERS

JMD:PW

cc H. B. Glaisyer ✓
Continental Casualty Co.
Swep Morton

REFERRED TO DeSart
BY SECRETARY

Mr. Devers has correspondence in his files

record on card
[illegible] as well & get the correspondence
from [illegible] for our file -

NOTED
D DeSart

RECEIVED
DEC - 2 1941
FOR FILING

27-4

R

December 1, 1941

Pacific Portland Cement Company
417 Montgomery Street
San Francisco, Calif.

Attention: H. D. O'Banion

Gentlemen:

We have your letter of November 27, requesting information in regard to R. G. Barnes'contract No. 2215. As contract No. 2215 was awarded to A. Milne and completed July 12, 1940, we presume that this is a typographical error, and that you are asking information in regard to Mr. Barnes' contract No. 2415, for remodeling and widening bridges on the Scappoose-St. Helens Section of the Columbia River Highway. Work on this contract will probably be completed about the 15th of this month.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

DOD:RS

NOTED
D. . DeSart

TELEPHONE
GARFIELD 4100

CABLE ADDRESS "GOLDEN"
WESTERN UNION CODE

**PACIFIC
PORTLAND CEMENT COMPANY**
MANUFACTURERS OF
GOLDEN GATE AND OLD MISSION BRANDS
PORTLAND AND PLASTIC WATERPROOF PORTLAND CEMENT
Empire-Standard-Reno Hardwall Plaster and Gypsum Products

TRADE-MARKS

417 MONTGOMERY STREET
SAN FRANCISCO, CALIFORNIA

November 27, 1941

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

Will you kindly advise if State Highway Contract No. 2215, which was awarded to R. G. Barnes, has been completed and accepted by the Commission.

If completed and accepted, will you please advise the amount of money still due the general contractor on this job and when it will be paid.

Yours very truly,

PACIFIC PORTLAND CEMENT COMPANY

H. D. O'Banion

H. D. O'Banion
Credit Manager

HDO:vb

RECEIVED
APR 21 1941
FOR FILING

27-4

2415

April 21, 1941

Pacific Portland Cement Co.
417 Montgomery Street
San Francisco, California

2415

Dear Sirs:

This will acknowledge receipt of your letter of April 16th and advise that Contract No. 2215 was awarded to R. G. Barnes on January 21, 1941, for remodeling and widening bridges on the Scappoose-St. Helens Section of the Columbia River Highway in Columbia County. This contract was scheduled for completion on or before August 31, 1941. Performance bond was furnished by the Continental Casualty Company through their local agent, C. A. Tamossene, Wilcox Building, Portland, Oregon.

Yours very truly,

STATE HIGHWAY COMMISSION

By

Secretary

DGD:OA

TELEPHONE
GARFIELD 4100

CABLE ADDRESS "GOLDEN"
WESTERN UNION CODE

PACIFIC PORTLAND CEMENT COMPANY
MANUFACTURERS OF
GOLDEN GATE AND OLD MISSION BRANDS
PORTLAND AND PLASTIC WATERPROOF PORTLAND CEMENT
Empire-Standard-Keene Hardwall Plaster and Gypsum Products

TRADE-MARKS

SAN FRANCISCO, CALIFORNIA
417 MONTGOMERY STREET

RECEIVED
APR 18 1941
OREGON
STATE HIGHWAY COMMISSION

April 16, 1941

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

We are furnishing material to R. G. Barnes, whom we understand has a contract with the State Highway Department near Scappoose, Oregon.

Will you kindly advise the date of this contract, the number, time set for completion, and the name of the company who wrote the bond for the general contractor.

Yours very truly,

PACIFIC PORTLAND CEMENT COMPANY

H. D. O'Banion

H. D. O'Banion
Credit Manager

HDO:vb

1/

RECEIVED

27-4

RECEIVED
JAN 31 1941
STATE HIGHWAY COMMISSION

6

R. G. Barnes,
Box 452,
Astoria, Oregon.
January 28,1941.

Mr. H. B. Glaisyer, Secretary,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:

I have received the four copies of contract 2415 for construction of bridges on the Scappoose-St. Helens Section of the Columbia River Highway in Columbia County.

I will be in Portland the later part of this week to execute the four copies of this contract and will have them in your office by the third or fourth of February.

Yours very truly,

R. G. Barnes
R. G. Barnes

Received 2-3-41

NOTED
D. G. DeSart

RECEIVED
JAN 24 1941
FOR

27.4

975

January 22, 1941

Mr. R. G. Barnes
P. O. Box 452
Astoria, Oregon

Dear Sir:

The State Highway Commission on January 21, 1941, awarded you the contract for remodeling and widening the existing bridges over McNulty Creek, North Fork Scappoose Creek, and South Fork Scappoose Creek on the Scappoose-St. Helens Section of the Columbia River Highway in Columbia County; Federal Aid Project No. SN-FAP 27(4). This award was based on your low bid of $29,744.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

AM

cc: S. H. Probert
G. S. Paxson

R

RECEIVED
SEP 19 1941
FOR FILING

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

January 21, 1941

27-4

#211

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon Federal Aid Project No. SN-FAP 27 (4), bridges on the Scappoose-St. Helens Section of the Columbia River Highway, to R. G. Barnes, Astoria, Oregon, who submitted the low bid.

Very truly yours,

W. H. Lynch
W. H. LYNCH
District Engineer

R

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

January 6, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S. & E. documents for Oregon Federal Aid Project SN-FAP 27 (4), the North Scappoose Section of the Columbia River Highway, have today been recommended for approval, subject to final review and approval by the Commissioner of Public Roads. This is your authority for advertising.

It has been necessary to reduce the amount of Federal Aid funds requested on the preliminary estimate to $17,070.00 to avoid overrunning the funds available.

The unit price of metal hand rail on the McNulty Creek and North Fork Scappoose Creek bridges has been changed from $5.00 to $5.50 to agree with the extensions. This conforms to the unit price and extension used on the South Fork Scappoose Creek bridge estimate.

As this project is on the strategic network the prefix SN should be used in accordance with General Administrative Memorandum No. 112, dated November 6, 1940. Future references to this work should carry the above-mentioned prefix.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

R

January 2, 1941

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

We are enclosing herewith seven copies of estimate and three copies of right of way statement for bridges on the St. Helens-Scappoose Section, Project No. FA 27 (4). Likewise are enclosed five copies of Form PR 46 listing the materials required for each bridge.

Five sets of blueprint plans and one advance bid proposal are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

Encl.

Oregon State Highway Department Federal Aid Project No. 27 (4)

NORTH SCAPPOOSE SECTION OF THE
COLUMBIA RIVER HIGHWAY IN COLUMBIA COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, January 2, 1941

WORK OUTSIDE CITY

28' Roadway (Sta. 949+00 to 972+50) (Contract No. 2396)

All Required		Clearing and Grubbing		$ 133.00
380	cu. yds.	Borrow at Sta. 951, Unclassified	$ .25	95.00
22	cu. yds.	General Excavation, Unclassified	.15	3.30
250	yd. mi.	Truck Haul	.10	25.00
0.41	mile	Finishing Roadbed and Slopes	300.00	123.00
1,680	tons	3½" - 2" Material in Base	.85	1,428.00
130	tons	2" - 0" Material in Base and Shoulders	.85	110.50
1,340	tons	3/4" - 0" Material in Base and Shoulders	.85	1,139.00
110	M-gal.	Sprinkling	1.00	110.00
570	tons	Class "A" Asphaltic Concrete	4.40	2,508.00
447	tons	Class "B" Asphaltic Concrete	4.40	1,966.80
442	tons	Class "C" Asphaltic Concrete	4.40	1,944.80
50	cu. yds.	Filler	.30	15.00
100	yd. mi.	Hauling Filler	.10	10.00
		Subtotal		$ 9,611.40
		10% Engr. & Cont.		961.14
		Total		$ 10,572.54
		Length of Roadway	.409 mile	
		Cost per mile, Roadway	$ 25,849.73	

20' Roadway (Sta. 972+50 to 979+34.6) (Contract No. 2396)

All Required		Clearing and Grubbing		$ 42.00
3,800	cu. yds.	Borrow at Sta. 951, Unclassified	$ .25	950.00
4	cu. yds.	General Excavation, Unclassified	.15	.60
3,730	yd. mi.	Truck Haul	.10	373.00
0.13	mile	Finishing Roadbed and Slopes	300.00	39.00
980	tons	3½" - 2" Material in Base	.85	833.00

80	tons	2" - 0" Material in Base and Shoulders	$ .85	$ 68.00
795	tons	3/4" - 0" Material in Base and Shoulders	.85	675.75
35	M-gal.	Sprinkling	1.00	35.00
225	tons	Class "A" Asphaltic Concrete	4.40	990.00
135	tons	Class "B" Asphaltic Concrete	4.40	594.00
100	tons	Class "C" Asphaltic Concrete	4.40	440.00
20	cu. yds.	Filler	.30	6.00
40	yd. mi.	Hauling Filler	.10	4.00
		Subtotal		$ 5,050.35
		10% Engr. & Cont.		505.03
		Total		$ 5,555.38
		Length	0.130 mile	
		Cost per mile	$ 42,733.69	

WORK INSIDE CITY OF SCAPPOOSE

28' Roadway (Sta. 979+34.6 to 990+50) (Contract No. 2396)

All Required		Clearing and Grubbing		$ 66.00
230	sq. yds.	Removal of Walks	$ .25	57.50
385	lin. ft.	Removal of Curbs	.10	38.50
130	cu. yds.	Structural Excavation, Unclassified	1.00	130.00
820	cu. yds.	Borrow at Sta. 951, Unclassified	.25	205.00
714	cu. yds.	General Excavation, Unclassified	.15	107.10
820	yd. mi.	Truck Haul	.10	82.00
0.21	mile	Finishing Roadbed and Slopes	300.00	63.00
15	cu. yds.	Concrete Curbs	16.00	240.00
24	sq. yds.	Concrete Driveways	1.50	36.00
215	sq. yds.	Concrete Walks	1.45	311.75
45	lin. ft.	Expansion Joints in Concrete Walks	.10	4.50
970	tons	3/4" - 2" Material in Base	.85	824.50
70	tons	2" - 0" Material in Base and Shoulders	.85	59.50
875	tons	3/4" - 0" Material in Base and Shoulders	.85	743.75
55	M-gal.	Sprinkling	1.00	55.00
240	tons	Class "A" Asphaltic Concrete	4.40	1,056.00
220	tons	Class "B" Asphaltic Concrete	4.40	968.00
210	tons	Class "C" Asphaltic Concrete	4.40	924.00
20	cu. yds.	Filler	.30	6.00
40	yd. mi.	Hauling Filler	.10	4.00
		Subtotal		$ 5,984.10
		10% Engr. & Cont.		598.41
		Total		$ 6,582.51
		Length	0.211 mile	
		Cost per mile	$ 31,196.72	

20' Roadway (Sta. 990+50 to 991+50) (Contract No. 2396)

All Required	Clearing and Grubbing		$ 6.00
190 sq. yds.	Removal of Pavement	$ .25	47.50
60 sq. yds.	Removal of Walks	.25	15.00
105 lin. ft.	Removal of Curbs	.10	10.50
20 cu. yds.	Structural Excavation, Unclassified	1.00	20.00
30 cu. yds.	General Excavation, Unclassified	.15	4.50
.02 mile	Finishing Roadbed and Slopes	300.00	6.00
4 cu. yds.	Concrete Curbs	16.00	64.00
60 sq. yds.	Concrete Walks	1.45	87.00
15 lin. ft.	Expansion Joints in Concrete Walks	.10	1.50
140 tons	3½" – 2" Material in Base	.85	119.00
15 tons	2" – 0" Material in Base and Shoulders	.85	12.75
130 tons	3/4" – 0" Material in Base and Shoulders	.85	110.50
5 M.gal.	Sprinkling	1.00	5.00
33 tons	Class "A" Asphaltic Concrete	4.40	145.20
20 tons	Class "B" Asphaltic Concrete	4.40	88.00
16 tons	Class "C" Asphaltic Concrete	4.40	70.40
10 cu. yds.	Filler	.30	3.00
20 yds. mis.	Hauling Filler	.10	2.00
		Subtotal	$ 817.85
		10% Engr. & Cont.	81.78
		Total	$ 899.63
	Length	.018 mile	
	Cost per mile	$ 49,979.44	

BRIDGES (OUTSIDE CITY)

McNulty Creek Bridge (Sta. 650+53.9 to 650+82.6)

All Required	Preparation of Existing Bridge and Maint. Traffic (15%)		$ 150.00
All Required	Shoring, Cribbing, Etc. (15%)		345.00
170 cu. yds.	Structural Excavation	2.00	340.00
6 cu. yds.	Structural Excavation Below Plans	5.00	30.00
80 cu. yds.	Class "A" Concrete	22.00	1,760.00
10,400 lbs.	Metal Reinforcement	.055	572.00
76 lin. ft.	Metal Handrail	5.50	418.00
			$ 3,615.00

North Fork Scappoose Creek Bridge (Sta. 950+66.2 to 951+53.9)

All Required	Preparation of Existing Bridge and Maint. Traffic (40%)		$ 400.00

All Required		Shoring, Cribbing, Etc. (25%)		$ 975.00
320	cu. yds.	Structural Excavation	$ 2.00	640.00
11	cu. yds.	Structural Excavation Below Plans	5.00	55.00
970	lin. ft.	Furnish Untreated Piling	.20	194.00
49	only	Drive Untreated Piles	14.00	686.00
180	cu. yds.	Class "A" Concrete	22.00	3,960.00
20,600	lbs.	Metal Reinforcement	.055	1,133.00
192	lin. ft.	Metal Handrail	5.00	1,056.00
				$ 8,699.00

South Fork Scappoose Creek Bridge (Sta. 969+99.1 to 971+02.7)

All Required		Preparation of Existing Bridge and Maint. Traffic (45%)		$ 450.00
All Required		Shoring, Cribbing, Etc. (60%)		1,380.00
650	cu. yds.	Structural Excavation	$ 2.00	1,300.00
23	cu. yds.	Structural Excavation Below Plans	5.00	115.00
1,880	lin. ft.	Furnish Untreated Piling	.20	376.00
102	only	Drive Untreated Piles	14.00	1,428.00
400	cu. yds.	Class "A" Concrete	22.00	8,800.00
39,000	lbs.	Metal Reinforcement	.055	2,145.00
242	lin. ft.	Metal Handrail	5.50	1,331.00
				$ 17,325.00

Subtotal	$ 29,639.00
10% Engr. & Cont.	2,963.90
Total	$ 32,602.90

Length of Bridges .042 mile

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	Federal Aid Funds	State Funds
	ROADWAY		
Outside City			
28' Roadway	$ 10,572.54	$ 6,449.00	$ 4,123.54
20' Roadway	5,555.38	3,389.00	2,166.38
Inside City of Scappoose			
28' Roadway	6,582.51	4,015.00	2,567.51
20' Roadway	899.63	549.00	350.63
	STRUCTURES		
Outside City			
3 Bridges	32,602.90	19,888.00	12,714.90
	$ 56,212.96	$ 34,290.00	$ 21,922.96

ST. HELENS-SCAPPOOSE SECTION, BRIDGES

PROJECT NO. FA 27 (4)

All necessary right of way has been acquired for this project.

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

January 2, 1941

PR 46
Bridges (McNulty Creek)

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

Sheet 1 of 3 Sheets

Estimate of Materials Required for [illegible] Bridges
(To Accompany P.S. & E.)

Starting Date (Est.) ______ State Oregon

Completion Date (Est.) ______ Project No. FA 27(4)

Estimated Total Cost Bridge $ 3,976.50 Length: Miles .006

Code	Material Item	Unit	Quantity	Code	Material Item	Unit	Quantity
1	Cement	Bbl.	132	6	Metal culvert pipe	Lb.	--
2	Aggregates	Cy.	132	7	Reinforcing steel	Lb.	12,000
3	Bituminous mat.	Gal.	--	8	Structural steel	Lb.	2,000
4	Lumber	M.	9.0	10	Explosives	Lb.	--
5	Timber piling	Lft.	--				

PR 46

Bridge (North Scappoose Creek)

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

Sheet 2 of 3 Sheets

Estimate of Materials Required for ~~Roadway~~ Bridges
(To Accompany P.S. & E.)

Starting Date (Est.) ______

State Oregon

Completion Date (Est.) ______

Project No. FA 27(4)

Estimated Total Cost Bridge $ 9,568.90

Length: Miles .016

Code	Material Item	Unit	Quantity	Code	Material Item	Unit	Quantity
1	Cement	Bbl.	300	6	Metal culvert pipe	Lb.	--
2	Aggregates	Cy.	300	7	Reinforcing steel	Lb.	24,000
3	Bituminous mat.	Gal.	--	8	Structural steel	Lb.	5,000
4	Lumber	M.	20	10	Explosives	Lb.	--
5	Timber piling	Lft.	930				

PR 46

Bridge (South Scappoose Creek)

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

Sheet 3 of 3 Sheets

Estimate of Materials Required for ~~xxxxxxx~~ Bridges
(To Accompany P.S. & E.)

Starting Date (Est.) ________

State Oregon

Completion Date (Est.) ________

Project No. FA 27(4)

Estimated Total Cost Bridge $ 19,057.50

Length: Miles .020

Code	Material Item	Unit	Quantity	Code	Material Item	Unit	Quantity
1	Cement	Bbl.	640	6	Metal culvert pipe	Lb.	--
2	Aggregates	Cy.	640	7	Reinforcing steel	Lb.	44,000
3	Bituminous mat.	Gal.	--	8	Structural steel	Lb.	6,500
4	Lumber	M.	44	10	Explosives	Lb.	--
5	Timber piling	Lft.	1920				

Form E-30 Revised

RECEIVED
JUL 29 1940
FOR FILING

Donot
Projects
Bridges

RECEIVED
OREGON
STATE HIGHWAY COMMISSION

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
July 26, 1940

Subject: Widening Scappoose Bridges

To: Mr. G. S. Paxson
Bridge Engineer
State Highway Dept.
Salem, Oregon

Dear Sir:

Today Mr. Baldock asked me to write you concerning widening of North and South Scappoose Bridges and the McNulty Creek Bridge. He would like to have bids called for these at an early meeting of the Commission. Vicinity maps for these were sent in on May 8th and May 13th. Widening of these bridges by separate contract is entirely feasible. Traffic must be maintained over them during the widening work. Our present contract will be finished about September 1st. The south end of the pavement widening is a short distance north of the North Scappoose Creek and the grade will be widened to a point south of South Scappoose Creek.

If I can be of any assistance, please advise.

Very truly yours,

E. A. COLLIER
DIVISION ENGINEER

EAC :DP
CC R. H. Baldock

NOTED
McCullough

RECEIVED
FEB 13 1941
[illegible]

27-4

February 12, 1941

Continental Casualty Company
C. A. Tomassene
Wilcox Building
Portland, Oregon

Gentlemen:

We are sending you today by express a fully executed copy of Contract No. 2415 which was awarded to R. G. Barnes, by the State Highway Commission, on January 21, 1941, covering the construction of bridges on the Scappoose-St. Helens Section of the Columbia River Highway, in Columbia County.

Inasmuch as you are surety for the contractor on this job we are sending you this copy of the contract for your records and files.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

RS

Secretary

RECEIVED

27-4

February 12, 1941

Mr. R. G. Barnes
Box 452
Astoria, Oregon

Dear Sir:

We are sending you today by express a fully executed copy of Contract No. 2415 which was awarded to you on January 21, 1941, by the State Highway Commission, covering construction of bridges on the Scappoose-St. Helens Section of the Columbia River Highway. This copy is for your records and files.

We are also sending an executed copy to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

RS Secretary

RECEIV[illegible]
JAN 2[illegible]
FOR FIL[illegible]

31-4

January 25, 1941

Mr. R. G. Barnes
P. O. Box 452
Astoria, Oregon

Dear Sir:

We are sending you today by express four copies of contract 2415 which was awarded to you by the State Highway Commission on January 21, 1941, for construction of bridges on the Scappoose-St. Helens Section of the Columbia River Highway in Columbia County.

Kindly execute all four copies of this contract as to agreement and bond and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 6, page 15, of the printed General Provisions, relating to the Workmen's Compensation Act. You are expected to accept the terms of this act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the paragraph on the same page, relating to payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

RS

NOTED
D. G. DeSart

CONTRACT# 2416

6-4206 Endicott Creek-Bear Creek Rock Prod.
Coos Bay-Roseburg Highway 1941
#2416

RECEIVED
FEB 11
FOR FILING

R.H. Baldock

6-4[illegible]6

February 7th, 1942

FINAL COST ANALYSIS
Endicott Creek-Bear Creek Rock Production
Coos Bay-Roseburg Highway in Coos & Douglas Counties

Contract No. 2416 Prefix 6-4206

A. S. Wallace, Contractor C. C. Gall, Resident Engineer

Item	Cost	Quantity	Unit Cost	Unit Bid	Gross Revenue
3/4"-½" Cr. Rock in S.P.	$3,627.49	3,774.7 cu. yd.	$0.9610	$1.25	$4,718.38
½"-¼" Cr. Rock in S.P.	3,479.49	3,620.7 " "	0.9610	1.25	4,525.88
¼"-0 " " " "	1,009.32	1,050 " "	0.9610	1.25	1,312.50
Hauling Crushed Rock, Pile Measure	3,438.04	38,007.2 yd. mi.	0.9050	0.08	3,040.58
PA #1, Screen Rejection in Stockpile	250.00	1,000 cu. yd.	0.25	0.25	250.00
	$11,804.34				$13,847.34

Gross Revenue	$13,847.34
Total Cost	11,804.34
Net Profit	$2,043.00

Net Profit Equals 14.75% of Gross Revenue

State Highway Engineer

Contract No. 2416

Details of Cost

Labor:		
Supervision	$288.00	
Labor	3,391.50	
State Industrial Accident Insurance	239.16	
Unemployment Compensation	110.39	
Old Age Benefit	36.80	
		$4,065.85
Miscellaneous:		
Equipment Rental (Incl. Repairs)	$3,714.63	
Gas, Oil & Grease	1,735.17	
Move In and Set Up	831.12	
Explosives	821.77	
Misc. Expense & Small Tools	217.33	
Overhead Expense	148.00	
Home Office Expense	132.00	
Bond	138.47	
		7,738.49
Total Cost		$11,804.34

Contract No. 2416

Analysis of Crushing Costs

	Cost	Quantity	Unit Cost
Move In and Set Up	$1,405.47	8,445.4 cu. yd.	$0.1664
Drill and Shoot	1,841.17	" " "	0.2080
Load Quarry Material	777.21	" " "	0.0920
Haul Quarry Material	1,030.73	" " "	0.1220
Operate Plant	2,879.06	" " "	0.3410
Stockpiling	182.66	" " "	0.0216
	$8,116.30	8,445.4 cu. yd.	$0.9610

The contractor required two weeks to move in, set up plant and drill a coyote hole to shoot the quarry. The quarry material broke large, and it was necessary to do considerable reshooting. 2,800 Lbs. of powder were used to shoot the coyote, and all shooting used 6,300 lbs., or 3/4 lb. per cubic yard of crushed rock. A 3/4-yard shovel and two trucks moved quarry material to the plant. The plant consisted of a 20" x 36" jaw, 3' gyratory, 30" x 18" rolls crushers, a single deck 3' x 9' scalper, a double deck 3½ x 12 and a double deck 3½ x 16 screens, 35 ft. of bucket elevator and 320 feet of 30" conveyor belt. Power was furnished by a 200 h.p. Atlas diesel engine. The plant operated 235 hours, from May 15th to June 14th, to produce 8,445 cu. yds. of crushed rock at an average rate of 36 cu. yds. per hour.

Contract No. 2416

Remarks:

This was a "State Project" and consisted of furnishing 8,445 cu. yds. of crushed rock in stockpiles. The contract was bid and awarded January 21st, 1941. Work was started April 30th, and completed June 14th, 1941.

In spite of a quarry which broke large and caused much reshooting, work was carried on without serious interruption. With good equipment and experienced supervision the job was done at a substantial profit to the contractor.

E. H. Clymer
Cost Analyst

By . . M. G. Smith

RECEIVED
JUL 29 1941
[illegible]

6-4206

R

July 28, 1941

United States Fidelity & Guaranty Company
Raymond G. Weise
Bedell Building
Portland, Oregon

Gentlemen:

You are hereby notified that State Highway Contract No. 2416, for 7,350 cubic yards in stock piles on the Endicott Creek-Bear Creek Section of the Coos Bay-Roseburg Highway in Coos and Douglas Counties has been completed by the contractor A. S. Wallace, Roseburg, Oregon, and that final settlement will be made by the state with said contractor on or after August 7, 1941.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is served upon you since you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractor in connection with this contract will be $13,848.95, including final payment, and that no force account work was performed therein. This contract was completed on June 14, 1941, and accepted by the Commission on July 24, 1941.

Very truly yours,

OA

Secretary

NOTED
D. C. DeSart

RECEIVED
JUL 11 1941
FOR FILING

6-4206

July 10, 1941

United States Fidelity & Guaranty Co.
Raymond C. Weiss
Bedell Building
Portland, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to A. S. Wallace, Roseburg, Oregon, on Contract No. 2416, Endicott Creek-Bear Creek Section, Coos Bay-Roseburg Highway, in Coos & Douglas Counties. This payment in the amount of $2,106.90 will be made on or after July 19, 1941. The retained percentage is $750.00.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Kindly acknowledge receipt of this letter.

Yours very truly,

OA

Secretary

NOTED
D. G. DeSart

Form E-1—5M—5-40

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 21, 1941

Section Endicott Creek - Bear Creek

Kind of work Rock Production

Highway Coos Bay - Roseburg

Section prefix 6 - 4206

Contractor A. S. Wallace.

Contract number 2416

Date of contract Jan. 21, 1941

Date of completion July 31, 1941

Date work started April 30, 1941

Estimated date of completion June 14th, 1941

Amount of contract $ 11,787.50

Per cent of time elapsed 76 %

Estimated cost of completed project, exclusive of engineering $ 11,787.50

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date, $ 460.00, 3.9 %

Date project was completed June 14, 1941

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Party in the field two days this week, re-measure the last of the stockpiles.

Cross-sections of the piles are being platted and calculated and the semi-final estimate should be out by July 10th at the latest.

NOTED
RAY W[illegible]

RECEIVED
JUN 23
OFFICE OF
CONSTRUCTION ENGINEER

Signed C. C. Gall,

Address Marshfield, Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities			7350		
Estimated quantities moved or placed to date			All		
Average daily quantities			Completed		
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....,

Compressors ...., Bulldozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	"		
Tuesday	"		
Wednesday	Showers		
Thursday	Fair		
Friday	Cloudy		
Saturday	"		

STATE PRINTING DEPT.

RECEIVED
FEB 13 1941
FOR FILING

6-4206

February 12, 1941

U. S. Fidelity & Guaranty Co.
Raymond C. Weiss
Bedell Building
Portland, Oregon.

Gentlemen:

We are sending you today by express a fully executed copy of contract No. 2416 which was awarded to A. S. Wallace by the State Highway Commission on January 21, 1941, covering the Endicott Creek-Bear Creek Section of the Coos Bay-Roseburg Highway, in Coos and Douglas Counties.

Inasmuch as you are surety for the contractor on this job we are sending you this copy of the contract for your records and files.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

RS

Secretary

RECEIVED

6-4306

February 12, 1941

Mr. A. S. Wallace
1249 Harrison Street
Roseburg, Oregon

Dear Sir:

We are sending you today by express a fully executed copy of Contract No. 2416 which was awarded to you on January 21 by the State Highway Commission covering the Endicott Creek-Bear Creek Section of the Coos Bay-Roseburg Highway in Coos and Douglas Counties. This copy is for your records and files.

We are also sending an executed copy to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

RS

Secretary

a

C-4266

UNITED STATES FIDELITY AND GUARANTY COMPANY

Portland, Office
1112 Bedell Building, Portland, Oregon

Oregon State Highway Commission
Salem, Oregon

February 4, 1941

Attention: Mr. H. B. Glaisyer

Dear Mr. Glaisyer:

Under separate cover we are forwarding you in quadruplicate the contracts and bonds on behalf of A. S. Wallace as follows:

Contract No. 2423, Furnishing 10,000 cu. yds. crushed materials on the Bear Creek-Coos Junction Section of the Coos Bay-Roseburg Highway in Douglas County. Contract Price--$16,000.

Contract No. 2416, Furnishing 7,350 cu. yds. crushed rock for the Endicott Creek-Bear Creek Section of the Coos Bay-Roseburg Highway in Coos and Douglas Counties. Contract Price --$11,787.50.

Very truly yours,

R. E. Weiss
Supt. of Surety

RCW:LK

Received 2/5/41
Noted
D. G. De Sart

RECEIVED
JAN 27 1941
FOR FILING

6-4206

January 24, 1941

Mr. A. S. Wallace
1249 Harrison Street
Roseburg, Oregon

Dear Sir:

We are sending you today by express four copies of contract No. 2416 which was awarded to you by the State Highway Commission on January 21, 1941, covering the Endicott Creek-Bear Creek Section of the Coos Bay-Roseburg Highway, in Coos and Douglas Counties.

Kindly execute all four copies of this contract as to agreement and bond and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 6, Page 15, of the printed General Provisions, relating to the Workmen's Compensation Act. You are expected to accept the terms of this act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the paragraph on the same page, relating to payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

RS

Secretary

NOTED
D. G. DeSart

RECEIVED
JAN 24 1941
FOR FILING

6-4206

January 22, 1941

Mr. A. S. Wallace
1249 Harrison Street
Roseburg, Oregon

Dear Sir:

The State Highway Commission on January 21, 1941, awarded you the contract for the Endicott Creek-Bear Creek Rock Production Project on the Coos Bay-Roseburg Highway in Coos and Douglas Counties. This award was based on your low bid of $11,787.50 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

AM
cc: S. H. Probert
C. B. Paxson

CONTRACT# [redacted] 2417

SN-FA 83-9 Klamath Agency-Modoc Point 1941
Sec., The Dalles-California
#2417 Hwy.

R.H. Baldock

83-7

RECEIVED
MAY 20 1942
FOR FILING

May 9th, 1942

FINAL COST ANALYSIS
Klamath Agency-Modoc Point Roadside Improvement
The Dalles-California Highway in Klamath County
Contract 2417 Prefix 18-1116
E. L. Gates, Contractor J. B. Weaver, Resident Engineer

Item	Cost	Quantity	Unit Cost	Unit Bid	Gross Revenue
Clearing, Grubbing & Cleanup	$2,055.57	100%	$2,055.57	$2,500.00	$2,500.00
Grading with Bulldozer	59.54	15.5 Hours	3.84	6.00	93.00
Grading with Blade	59.54	15.5 "	3.84	4.00	62.00
Loading Mat'l in Trucks	21.36	80 Cu. Yd.	0.27	0.50	40.00
Truck Haul	10.61	40 Yd. Mi.	0.27	0.30	12.00
Furn. & Plac. Topsoil	3,543.29	5,192 Cu. Yd.	0.68	0.80	4,153.60
*Furn. & Plant. Trees and Shrubs	745.00	100%	745.00	745.00	745.00
Preparation for Seeding	746.53	93.65 Acre	7.97	8.00	749.20
Seeding	1,198.85	110.77 "	10.82	13.00	1,440.01
Peat Moss	92.50	25 Bales	3.70	4.00	100.00
Commercial Tankage	64.00	1 Ton	64.00	80.00	80.00
	$8,596.79				$9,974.81

NOTED
Highway Engineer

Gross Revenue	$9,974.81
Total Cost	8,596.79
Net Profit	$1,378.02

Net Profit Equals 13.8% of Gross Revenue

* Sub-contracted to Knight Pearcy.

Contract 2417

Details of Cost

Labor:			
Supervision		$246.00	
Labor		2,651.04	
State Industrial Accident Insurance		188.31	
Unemployment Compensation		86.91	
Old Age Benefit		28.97	
			$3,201.23
Materials:			
Crested Wheat Grass Seed	2,520 lbs. at $0.187	$471.74	
Peat Moss	25 bales " 1.80	45.00	
Commercial Tankage	1 ton " 44.00	44.00	
			560.74
Miscellaneous:			
Equipment Rental (Incl. Repairs)		$1,467.77	
Gas, Oil & Grease		931.46	
Move In		456.25	
Small Tools & Misc. Expense		712.12	
Overhead Expense		199.17	
Home Office Expense		230.75	
Bond		92.30	
			4,089.82
Sub-Contracted to Knight Pearcy:			
Furnish & Plant Trees & Shrubs		$745.00	
			745.00
	Total Cost		$8,596.79

Contract 2417

Remarks:

This was a "Regular Federal Aid Project" and consisted of light grading work, furnishing and placing 5,000 cu. yds. of topsoil, furnishing and planting trees and shrubs, seeding 110 acres to grass and other incidental work. The contract was bid and awarded January 21st, 1941. Work was started February 18th, and completed March 29th, 1941.

Three weeks were required to do the clearing, grading and placing of topsoil. These operations were well organized, quickly done and all showed a considerable profit for the contractor.

Furnishing and planting trees and shrubs was sub-contracted at bid prices.

Two weeks were required to prepare for seeding, sowing seed and applying peat moss and commercial tankage. Only one type of seed, crested wheat grass, chosen especially for areas east of the Cascade Mountains, was used and was applied at the rate of 23 lbs. per acre.

Good organization, rapid progress of the work and adequate bid prices made possible a very substantial profit to the contractor.

E. H. Clymer
Cost Analyst

By . . M. G. Smith

R

RECEIVED
NOV - 4 1941
FOR FILING

93-7

November 4, 1941

General Casualty Company of America
Dooly & Company
Board of Trade Building
Portland, Oregon

Gentlemen:

You are hereby notified that state highway contract No. 2417 for work on the Klamath Agency-Modoc Point Section of The Dalles-California Highway, in Klamath County, has been completed by the contractor, E. L. Gates, and that final settlement will be made on or after November 14, 1941.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is served upon you since you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractor in connection with this contract will be $9,974.81, including final payment, and that no force account work was performed therein. This contract was completed on March 29, 1941, and accepted by the Commission on May 9, 1941.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

ES

NOTED
D. C. DeSart

RECEIVED
SEP 12 1941
FOR FILING

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

Stencil No. 12
IN YOUR REPLY PLEASE REFER TO FILE No. Oregon SN-FAP 83 (9)
Klamath Agency-Modoc Point Section
The Dalles-California Highway

August 1, 1941

83-9 .

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the ____________ project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. Caufield
L. J. Caufield
Sr. Highway Engineer

Encls.

Iron

WA4Pr 11281

Form P. R. 2

State Oregon

Federal Aid Project No. SH-FAP 83(9)

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 17th day of May, 1941

by and between The Oregon State Highway Commission

_______________, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Federal Works Administrator, hereinafter called the Administrator, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 30th day of March, 1939, a revised project statement, which was approved on the 19th day of April, 1939, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated for the administration of the Federal Highway Act, has furnished surveys, plans, specifications, and estimates for ~~Sections~~ _______ ~~of~~ said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 31 day of January 1941; and

Whereas the Administrator has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of seven thousand, fifty and 00/100

dollars ($7,050.00) as the share of the United States payable under said act on account of ~~Sections~~ _______ ~~of~~ said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Administrator do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State from Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939. (Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 970+50 in the SW 1/4, Sec. 15, T. 36 S., R. 7 E., W.M., and survey station 1634+46 in the SW 1/4, Section 18, T. 34 S., R. 7 E., W.M. (excepting therefrom those portions between survey stations 1249+56.5 and 1252+28.5, and 1265+58 and 1269+00)

, length 12.437 miles, in Klamath County, being ~~Section~~ ~~of~~ Oregon Federal Aid project No. SE-FAP/83(9), consisting of 12.437 miles of ~~roadway and~~ ~~bridges, each of more than 20 feet clear span,~~ ~~or a mile in length.~~ roadside improvement.

JUL 28 1941

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Administrator or his agents, and in accordance with the laws of said State, the rules and regulations of the Administrator, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Administrator or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Administrator, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of ~~Section~~ .... ~~of~~ said project shall not in any event exceed the sum of seven thousand, fifty and 00/100 dollars ($ 7,050.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of eleven thousand, five hundred twenty-four and 75/100 dollars ($ 11,524.75), the approved total estimated cost of ~~Section~~ .... ~~of~~ said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Administrator shall from time to time draw warrants on the Secretary of the Treasury for the payment to State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)
of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Administrator after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

The Administrator reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 529, laws 1939.
(Include reference to statute authorizing ~~funds~~ and probable amount annually available)

RECEIVED
JUL 28 1941

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Administrator on the ________ day of

JUL 21 1941, 19__

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell
Chairman, State Highway Commission
(Title of officer)

By Herman Oliver
Member, State Highway Commission
(Title of officer)

By ________
Member, State Highway Commission
(Title of officer)

By ________
____
(Title of officer)

By ________
____
(Title of officer)

FEDERAL WORKS ADMINISTRATOR,

By H. J. O'Leary
Acting Commissioner of Public Roads.

Form PR. 3—Revised

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of **Oregon**

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of **Oregon** for the construction of a highway designated in the records of this Agency as **Federal Aid** Project No. **[illegible]-FAP 83(9)**

State of **Oregon**

Second. That in accordance with said provisions I have approved the sum of $ **11,5[illegible].75** as the total estimated cost of said project, and the sum of $ **7,[illegible].00** as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this .... day of ....
one thousand nine hundred and JUL 21 1941

Federal Works Administrator,

By H. J. O'Leary
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—10120

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Stencil No. 8.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

RECEIVED
JUN 9 - 1941
STATE HIGHWAY COMMISSION

POST OFFICE BUILDING
PORTLAND, OREGON

IN YOUR REPLY PLEASE
REFER TO FILE No.________

June 6, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Final inspection of Oregon SN-FAP 83 (9), Landscaping Klamath Agency-Modoc Point Section of The Dalles-California Highway, was made by a representative of this office on May 22, 1941. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L.J. Caufield
L. J. Caufield
Sr. Highway Engineer

Jon

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83-9

May 19, 1941

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

We are enclosing herewith two signed copies of project agreement for the Klamath Agency-Modoc Point Section, Project No. ~~GM~~-FAP 83 (9).

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

Encl.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

State Highway Commission

(Stencil #28)

IN YOUR REPLY PLEASE REFER TO FILE NO. Oregon SN-FAP 83 (9)
Klamath Agency-Modoc Point Section
The Dalles-California Highway

May 7, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature and return to this office.

Enclosed is an approved copy of the detail estimate, upon which the agreement was based, together with approved copy of specifications.

Very truly yours,

W. H. LYNCH
District Engineer

By L Caufield
L. J. Caufield
Sr. Highway Engineer

2

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April 12, 1941

GENERAL CASUALTY COMPANY OF AMERICA
Dooly & Company, Local Agent
Board of Trade Building
Portland, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to R. L. Gates on Contract No. 2417, Klamath Agency-Modoc Point Section of The Dalles-California Highway, in Klamath County. This payment, in the amount of $7,118.67, will be made on or after April 22, 1941. The retained percentage is $299.24.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Kindly acknowledge receipt of this letter.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

DGD:mbl

NOTED
D. G. DeSart

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83-9

April 7, 1941

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

We are enclosing herewith seven copies of estimate as basis for project agreement for the Klamath Agency-Modoc Point Section, Project No. SN-FAP 83 (9).

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

Encl.

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE
[illegible]
PORTLAND, OREGON

Oregon State Highway Department

Federal Aid Project No. SN-FAP 83 (9)

KLAMATH AGENCY-MODOC POINT SECTION

OF THE DALLES-CALIFORNIA HIGHWAY IN KLAMATH COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, March 21, 1941

Roadside Improvement (Sta. 970+50 to 1634+46)

All Required		Grubbing and Cleaning-up		$ 2,479.00
45	hours	Grading with Bulldozer	$ 6.00	270.00
45	hours	Grading with Blade Grader	4.00	180.00
60	cu. yds.	Loading Materials in Truck	.50	30.00
30	yd. mi.	Truck Haul	.30	9.00
4,980	cu. yds.	Furnishing and Placing Topsoil	.80	3,984.00
All Required		Furnishing and Planting Trees and Shrubs (99%)		737.55
109	acres	Preparation for Seeding	8.00	672.00
133.5	acres	Seeding	13.00	1,735.50
25	bales	Peat Moss	4.00	100.00
1	ton	Commercial Tankage	80.00	80.00
			Subtotal	$ 10,477.05
			10% Engr. & Cont.	1,047.70
			Total	$ 11,524.75

Length	12.437 miles
Cost per mile	$ 928.33

Federal Aid Funds- -	$ 7,050.00
State Funds- -	4,495.75
	$ 11,545.75

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

January 21, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon Federal Aid Project No. SN-FAP 83 (9), Klamath Agency-Modoc Point Section of The Dalles-California Highway, to E. L. Gates, Trail, Oregon, who submitted the one and only bid. The bid was considered reasonable and was below the engineer's estimate. The contract was therefore awarded by the State with the concurrence of this office to E. L. Gates.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

January 3, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Federal Aid Project No. SN-FAP 83 (9), the Klamath Agency-Modoc Point Section of The Dalles-California Highway, have today been recommended for approval, subject to final review and approval by the Commissioner of Public Roads. This is your authority to advertise for bids.

It has been necessary to reduce the amount of Federal Aid funds requested on the estimate to $4,800.00 to avoid overrunning the funds available.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

December 30, 1940

Mr. W. E. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed seven copies of estimate and three copies of right of way statement for the Klamath Agency-Modoc Point Section, Project No. FA 83 (9).

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

Encl.

Oregon State Highway Department   Federal Aid Project No. 83 (9)

KLAMATH AGENCY-MODOC POINT SECTION
OF THE DALLES-CALIFORNIA HIGHWAY IN KLAMATH COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, December 28, 1940

Roadside Improvement (Sta. 970+50 to 1634+46)

All Required		Grubbing and Cleaning-up		$ 1,000.00
45	hours	Grading with Bulldozer	$ 5.00	225.00
45	hours	Grading with Blade Grader	5.00	225.00
60	cu. yds.	Loading Materials in Trucks	1.00	60.00
30	yd. mi.	Truck Haul	.30	9.00
4,980	cu. yds.	Furnishing and Placing Topsoil	.80	3,984.00
All Required		Furnishing and Planting Trees and Shrubs (99%)		990.00
109	acres	Preparation for Seeding	15.00	1,635.00
133.5	acres	Seeding	15.00	2,002.50
25	bales	Peat Moss	5.00	125.00
1	ton	Commercial Tankage	80.00	80.00
			Subtotal	$ 10,335.50
			10% Engr. & Cont.	1,033.55
			Total	$ 11,369.05

Length 12.437 miles
Cost per mile $ 914.13

Federal Aid Funds- $ 6,940.00
State Funds- 4,439.05

$ 11,369.05

KLAMATH AGENCY-MODOC POINT SECTION

PROJECT NO. FA 83 (9)

All necessary right of way has been acquired for this project.

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

December 28, 1940

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FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

APR 10 1941

April 9, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Before forwarding the proposed agreement estimate for Oregon Federal Aid Project SN-FAP 83 (9), Roadside Improvement of the Klamath Agency-Modoc Point Section of The Dalles California Highway, we reduced "State Funds" to $4,474.75 and the summation below to $11,524.75 to agree with "Total" shown above.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

Jon

Form E-1—8M—5-40

✓

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

83-1

For Week Ending March 29, 1941

Section Klamath Agency--Modoc Point

Kind of work Roadside Improvement

Highway The Dalles--California

Section prefix 18-1116

Contractor E.L. Gates

Contract number 2417

Date of contract January 21, 1941

Date of completion April 15, 1941, 19

Date work started February, 1941

Estimated date of completion April 1, 1941

Amount of contract $10625.00

Per cent of time elapsed 79 %

Estimated cost of completed project, exclusive of engineering $10625.00

Per cent of contract completed, based on total contract price 98 %

Engineering cost to date, $400.00, %

Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

All work on the project was completed this week, except cleaning some logs and debris which will probably take two or three days yet.

This will be the last weekly report on this project.

NOTED
RAY WEBBER

Signed

Address Klamath Falls

NOTED
VAN SCOY

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....,

Compressors ...., Bulldozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

STATE PRINTING DEPT.

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83-9

February 5, 1941

General Casualty Company of America
Healy & Company
Board of Trade Building
Portland, Oregon

Dear Sirs:

We are sending you today by express, a fully executed copy of Contract No. 2417 which was awarded to E. L. Gates by the State Highway Commission on January 21, 1941 covering the Klamath Agency-Modoc Point Section of the Dalles-California Highway in Klamath County.

Inasmuch as you are surety for the contractor on this job we are sending you this copy of the contract for your records and files.

Yours very truly,

STATE HIGHWAY COMMISSION

By

Secretary

DGD:OA

a

RECEIVED
FEB 6 1941
FOR FILING

83-9

February 5, 1941

E. L. Gates
Trail, Oregon

Dear Sir:

We are sending you today by parcel post a fully executed copy of Contract No. 2417 which was awarded to you on January 21, 1941 by ~~the~~ State Highway Commission covering the Klamath Agency-Modoc Point Section of The Dalles-California Highway in Klamath County. We are also sending an executed copy to the surety on your bond. This copy is for your records and files.

Yours very truly,

STATE HIGHWAY COMMISSION

By

Secretary

DGD:OA

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JAN 28 1941
FOR FILING

RECEIVED
JAN 28 1941
OREGON
STATE HIGHWAY COMMISSION

DOOLY & CO.
Representing GENERAL AMERICA COMPANIES Insurance

ATwater 8311
BOARD OF TRADE BUILDING
PORTLAND, OREGON

83-9

January 27th, 1941

Oregon State Highway Commission
Salem, Oregon

Attention- H. B. GLAISYER, Secty.

Gentlemen:-

RE: CONTRACT 2417- E. L. Gates, Contractor

Referring to your favor of the 24th instant, we have executed and are today returning to you by express four copies of above contract, which we trust are found in order.

Yours very truly

DOOLY AND CO

By G. W. Steidl

GWS-S
Encls.

Received 1-28-41
D.S.D.

RECEIVED
JAN 27 1941
FOR FILING

83-9

January 24, 1941

General Casualty Co. of America
Dooly & Company
Board of Trade Building
Portland, Oregon

Gentlemen:

We are sending you today by express four copies of contract 2417, which was awarded to E. L. Gates by the State Highway Commission on January 21, 1941, covering the Klamath Agency-Modoc Point Section of The Dalles-California Highway in Klamath County.

Kindly have all four copies of this contract executed as to agreement and bond and return them to this office for approval by the State Highway Commission. When this has been done, a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the contractor, E. L. Gates.

Your special attention is called to the paragraph under Section 6, page 15, of the printed General Provisions, relating to the Workmen's Compensation Act. You are expected to accept the terms of this act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the paragraph on the same page, relating to payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

RS
cc - E. L. Gates
Trail, Oregon

NOTED
D. G. DeSart

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JAN 24 1941
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83-9

January 22, 1941

Mr. E. L. Gates
Trail, Oregon

Dear Sir:

The State Highway Commission on January 21, 1941 awarded you the contract for 12.66 miles roadside improvement on the Klamath Agency-Medoc Point Section of The Dalles-California Highway, in Klamath County. This award was based on your low bid of $10,625.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

AM

cc - S. H. Probert
G. S. Paxson

STATE OF OREGON

MICROFILMED PUBLIC RECORD

(In accordance with the provisions of ORS 192.040 through 192.070)

Name of Agency: Oregon Dept. of Transportation

Title of Record Series: Construction Contracts

Arrangement of Records: By Contract Number

Index:

INDEXING: Begins with: Contract # 2371 Ends with: Contract # 2417

FLASH CARDS: Begins every Contract

Remarks:

Reel No. 37 Reduction Ratio 21:1 Project No. ______

Camera: Name Bell & Howell Model File Master Film Recordak [redacted] [redacted]

CAMERA OPERATOR'S CERTIFICATE

Certification: I hereby certify that I have on this 21 day of MAY, 19 80 photographed the documents appearing on this roll of film, that they are true copies of documents, found in the record file described above, and that the integrity of the above described record file has been maintained on the film by microfilming each document in the exact order in which it was found in the file - with the exception, if any, of documents omitted because of technical difficulties and/or by error, as indicated on the film in the cross-reference notes or retake certificate.

I hereby further certify that the microfilm on which these documents are recorded was procured as permanent film of the slow burning cellulose ester or polyester type known as safety photographic film, conforming to applicable standards of the American National Standards Institute; and that the processing conforms to the standards for permanent film; and that samples of film processed by this service are periodically tested.

Signature Scott G. Rhoden